

Safe Routes To School Program



Procedures Manual
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SR2S PROJECT BACKGROUND

Congratulations on your Safe Routes to School (SR2S) funding award! SR2S projects are designed to give children safer routes to and from school. Your project has the potential to benefit children's health at a time when childhood obesity is quickly becoming an epidemic across the nation. By making it safer for students to walk or bike to school, SR2S projects can help reduce health care and transportation costs, they also have the potential to improve air quality, and reduce congestion on our roads.

The Safe Routes to School (SR2S) Program was created under Section 1404 of the Safe, Accountable, Flexible, and Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU). Each project awarded SR2S funds must be approved by the ITD Board, and be included in the Statewide Transportation Improvement Program (STIP). The purpose of the Safe Routes to School Program is to:

- (1) Enable and encourage children in grades K-8, including those with disabilities, to walk and bicycle to school.
- (2) Make bicycling and walking to school a safer and more appealing transportation alternative, thereby encouraging a healthy and active lifestyle from an early age.
- (3) Facilitate the planning, development and implementation of projects and activities that will improve safety and reduce traffic, fuel consumption and air pollution in the vicinity of schools.

This manual was developed by the Idaho Transportation Department. It is intended to guide project Sponsor through the project development and approval process, and to clarify the requirements necessary to keep SR2S projects in compliance, and subsequently qualify for reimbursement through the Idaho Safe Routes to School program. Please follow the steps outlined for both the (infrastructure) and non-infrastructure portions of your project.

The manual should be used in conjunction with the project's State/Local Agreement. Before you begin, there are some key steps and terminology that you should become familiar with prior to beginning work on an SR2S project:

Federal Aid Project Terminology

FHWA : Federal Highway Administration.

FA: Federal Aid.

FY or FFY: Federal Fiscal Year, October 1 – September 30.

STIP: Statewide Transportation Improvement Program contains all approved FA projects.

Award: Funds approved by the ITD Board for your project.

Project Charter: Description of the location, type and timeframe for tasks involved in your project.

State Local Agreement: Contract between local project Sponsor and ITD.

PS&E: Plans Specifications and Estimates Package that contains all of the required documents needed to get approval to send the project out to bid.

Cat Ex: Categorical Exclusion or environmental screening and approval needed to complete PS&E.

ROW: Right-Of-Way Certification to show that the Sponsor owns the property where the project is being constructed when the PS&E is approved.

Reimbursement: The funds being reimbursed must be must be spent by the local and proof of payment must be provided to be reimbursed by ITD.

Compliance: You have met all of the required steps, followed the directions, and waited for approval before going to the next step in order to keep the project in compliance for reimbursement.

Materials Summary: Required for most projects involving ground disturbance, unless otherwise directed by ITD.

Bid Approval and Bid Award: Approval given by ITD to advertise bids, approval given by ITD to award bid.

Obligation: Funds dedicated to the project by ITD based on the bid amount, not the awarded amount.

Audit: If you receive Federal Funds you are required to obtain a financial audit as outlined in the State Local Agreement. More information is available at www.gao.gov/yellowbook

The contents of this manual are subject to change. Please refer to www.itd.idaho.gov/SR2S/Tools to ensure that you have the most up-to-date information.

DEVELOPMENT AND APPROVAL PROCESS

PART A Infrastructure Project Requirements

Step 1: Getting started

Following the official notification of your funding award, infrastructure project sponsors must arrange a pre-project conference with the ITD District Safe Routes to School contacts (listed on Page 16) to review the following:

- Project Charter (Required on all projects and helps ITD establish a schedule for project tasks)
- Review of the State/Local Agreement
- Project location
- Define design standards that must be used
- Materials Design Summary or appropriate Materials Phase Reports
- Cultural Resources Surveys
- Environmental Evaluation
- Right of Way Certification
- Level of project management required

- Designation of inspection responsibilities
- PS&E (plans, specifications and estimates) due October 1 of the Fiscal Year of the award
- Project obligation following PS&E approval to secure funding
- Public notification process if needed

Please see the Sponsor Infrastructure Project Checklist in Appendix A, to help ensure all of the required steps are followed.

Force Account

- Force Account work (work performed by the Sponsor) is not normally allowed on SR2S projects.
- The Sponsor cannot be the sub-contractor on SR2S projects.
- Locals may perform some minor upgrades like paint applications, or sign installation performed by their own forces, for products or materials purchased through SR2S, however there is a protocol that must be followed and prior approval MUST be given by ITD.
- The local entity must prove that they have qualified staff to perform the work but the labor cannot be charged to the project.
- To see if your project is eligible for Force Account please call or email the SR2S District contact for your project, or the SR2S Coordinator at ITD HQ prior.

Engineering Plans

- SR2S does not fund the plans or other project development costs for infrastructure on projects awarded prior to FY13.
- Projects awarded for FY14 are allowed to charge development and design costs.

All project development work must be done by engineering consultants on the ITD Term List available at <http://www.itd.idaho.gov/design/cau/TermAgreement/Default.asp>

- Authorization to proceed with project development must be given by ITD prior to beginning any work.
- Check with the SR2S Coordinator at ITD HQ if you need further clarification.

Public Notification/Hearings

- Public hearings for SR2S projects are waived by the District Engineer at the design concept approval stage.
- If a Public Hearing is deemed necessary refer to the Design Manual Section 375.04 for Public Hearing requirements for Federal Aid projects.
- If a public hearing is deemed unnecessary, the project Sponsor must still notify the public regarding the planned project at least two to three weeks prior to the ITD Cultural Resources survey crews arrival to complete the reports required for each infrastructure project.
- Examples of ways to notify the public include letters, postcards, advertisements, and public meetings

Project Documentation Checklist

- Please use the checklist in Appendix A, to ensure all of the necessary steps are completed to keep your project in compliance and will therefore subsequently qualify for reimbursement.
- The ITD SR2S district contacts and other important phone numbers are listed on page 16, of this document.

Cultural Resources

All Federal-Aid projects are required to have Historical and Cultural evaluation surveys to identify potential conflicts with historical sites, especially any neighborhood more than 45 years old.

- The Cultural Resources clearance must be obtained through the ITD cultural resource specialists in the Environmental Section, or by the engineering consultant working on your project.
- Please work with your district SR2S contact to communicate with the ITD Cultural Resources staff.
- The ITD District SR2S contact will clarify the cultural resources forms and letters are needed for this purpose, and will work with Environmental District and HQ staff to determine the level of environmental review required.
- A letter notifying the property owners involved about the pending survey, seeking their approval and signature, informing them that ITD Cultural Resources staff plans to conduct a survey of their property should be sent out several weeks prior to the survey. A sample letter titled *Right of Entry Request* is located on Page 19 of this manual.

Project Charter

ITD are replacing the Concept Report with a new form called a Project Charter (ITD form 0332). The initial charter will be completed by the project Sponsor and submitted with the SR2S Application for funding. The project charter defines the scope, objectives, and overall approach for the work to be completed, and must be completed for the project to become part of the approved STIP. It is a critical element for initiating, planning, executing, controlling, and assessing the project. In addition, it serves as a contract between the Project Team and the Project Sponsors, stating what will be delivered according to the budget, time constraints, risks, resources, and standards agreed upon for the project. The charter will include the following:

- Project goals
- Objectives
- Scope
- Assumptions
- Risks
- Costs
- Timeline
- Approach
- Organization

Environmental Evaluation

- The following steps describe the basic screening process for SR2S projects and must be followed for the project to receive the required environmental clearance required for all federal-aid projects.
- Since the SR2S program is a federal-aid program, all must be in compliance with the National Environmental Policy Act (NEPA).
- NEPA environmental review requirements may be met by completing a Categorical Exclusion, an Environmental Assessment (EA) or an Environmental Impact Statement (EIS).
- **Due to the typical costs encountered in preparing an EA or an EIS, only projects that meet the requirements of a Categorical Exclusion shall be considered for the Safe Routes to School program.** Categorical Exclusions are "a category of actions which do not individually or cumulatively have a significant effect on the human environment . . . and for which, therefore, neither an environmental assessment nor an environmental impact statement is required."
- **NEPA Compliance and Categorical Exclusions** The District Environmental Planner should have signed the Alternative Environmental Checklist (ITD form 0211) in the application phase.
- Please keep in mind the Alternative Environmental Checklist (ITD form 0211) is only an initial tool. Full NEPA compliance must be met by the applicant. An environmental clearance called a Categorical Exclusion (CatEx) will be required prior to final design activities.
- To get the necessary environmental clearance or CatEx you may need to submit the following environmental forms in addition to the Alternative Environmental Checklist (ITD 0211) provided in your application. Refer to Appendix A for copies of the forms.
- Projects that only involve pavement markings may be allowed to use the Programmatic Agreement on Page 20 of this manual to obtain the necessary environmental clearance.
- If the project is going to break ground or involves digging then this programmatic cannot be used.

All painting must occur within the limits of the existing paved surface. This basically means - no painting on bare ground or in potholes.

0652 – Hazardous Material Report
 2874 – NPDES Storm Water Checklist
 0654 – Environmental Evaluation
 2784 – Stormwater Site Assessment

Contact your ITD District SR2S Contact to request the assistance of the District Environmental Planner.

Right-Of-Way

- Each project must have the right-of-way established and certified by submitting the Local Public Agency's Certificate of Right-of-Way Activities (ITD Form 1983) to the ITD District SR2S contact.
- Time must be allowed for the District office to request approval from ITD Headquarters Right-of-Way Section.

Materials

- Materials Phase reports are only required for projects on the National Highway System impacting the roadway prism and any structural improvements such as bridges or bridge extensions, cantilever sign, traffic signals, luminaries.

- For projects on the NHS not impacting the roadway prism and projects not on the NHS, only a Materials Design Summary Form is required (see Step 6 for details and Appendix A for a copy of the form). A definition of the roadway prism is included in Step 2.

Step 2: Design your project

- Project development and engineering design if approved as an allowed expense, must first be authorized by ITD prior to commencing any work.
- Project development funds must be obligated by ITD, for both the development and construction phases of the project, and official notification will be received by the Sponsor when this takes place.
- If disallowed, project development can begin at any time as this is not a reimbursable expense.
- Projects funded by the SR2S program must follow specific design standards. Standard drawings for a wide range of infrastructure projects are available free of charge.
- Sidewalks and other incidental facilities must be designed using ITD, ISPWC or local standards.
- With ITD's approval, facilities constructed outside the roadway prism, such as a separated bicycle/pedestrian paths, may be designed using the sponsor's standards or the Idaho Standards for Public Works Construction Manual.
- Program funds cannot be used for fluorescent green paint on or off the National Highway System.

SR2S ROADWAY PRISM DEFINITION

For the purpose of this manual, the roadway prism is defined as the portion of the graded roadway upon which the sub-base, base, surfacing, pavement, shoulders, curb, sidewalks, median or other incidental facilities that are constructed on the National Highway System (NHS). If the project is constructed off of the NHS the roadway prism excludes curb, gutter and sidewalks.

(Refer to the Design Manual Appendix A for NHS/Non-NHS Standards)

Projects ON the National Highway System (NHS) must comply with ITD's design standards for all improvements impacting the roadway prism.

- Pedestrian and traffic signal projects are considered improvements within the roadway prism.
- Appropriate Materials Phase reports shall be prepared and completed by the sponsor and approved by the ITD District.

Outside the roadway prism, the project sponsor's design standards may be used if approved by ITD and in conformance with the Idaho Standards for Public Works Construction Manual.

- The design standards must comply with all federal regulations, including the Americans with Disabilities Act.
- Only a Materials Design Summary is required for this work unless it impacts a structure, cantilever sign, traffic signal or luminaire.

Projects OFF the NHS that are situated within the roadway prism as defined in the text box above, must be designed to ITD's design standards.

- Projects beyond the roadway prism can be designed to local standards if approved by ITD.
- Projects can be materials tested according to the appropriate procedures outlined in Step 6 on Construction in this manual.
- Only a Materials Design Summary is required for this work unless it impacts a structure, cantilever sign, traffic signal or luminaire.

Resources

- The ITD Design Manual is available at <http://itd.idaho.gov/manuals/downloads/design.htm>.
- Standard drawings for sidewalk projects are available at <http://itd.idaho.gov/design/standarddrawings.htm>.
- The ITD Materials Manual and Quality Assurance Manual is available at <http://itd.idaho.gov/manuals/manualsonline.htm>.
- Information about the Idaho Standards for Public Works Construction Manual is available at <http://adm.idaho.gov/pubworks/archengr/>

Step 3: Sign State and Local Agreement

- The State and Local Agreement (S/LA) is a contract between ITD and the local project sponsor. It outlines both parties' responsibilities.
- It must be signed by the authorizing official of the agency sponsoring the project, and include the Sponsor's Resolution number and date it was passed.
- Infrastructure funds are not obligated (actually transferred) to the project until ITD's Roadway Design Section has reviewed and approved the Plans, Specifications and Estimates (PS&E) package and bid documents. You will receive official notice when to proceed to bid, and when to award the bid, from ITD once funds have been obligated.
- Two originals must be returned to the State SR2S Coordinator. Once signed, one original will be returned to the sponsor with a letter of authorization to proceed to the next step of the project.

Step 4: Prepare PS&E package

- Construction projects conducive to bidding and contracting procedures must submit **two sets** of project development documents or PS&E packages (Plans, Specifications & Estimates) to the ITD District SR2S contact.
- The District will forward one copy to ITD Headquarters by October 1. HQ will review the package and approval will be granted by the Roadway Design Engineer.
- Include the project title and Key Number for your SR2S project on all documents.
- Include a completion date for your project.
- An example of a complete PS&E package is available at <http://itd.idaho.gov/SR2S/tools.htm>, a checklist designed to help assemble all the necessary documents is also available at this link. Please see Appendix A for a list of the Federal Aid provisions and other necessary documents required in a PS&E package.

Step 5: Bidding and Procurement

All SR2S projects must follow Title 23 project requirements for Federal-Aid projects, therefore all projects that include the purchase of equipment or contractual services must follow state laws and regulations following ITD's procurement procedures in addition to federal requirements.

IMPORTANT NOTE: For political subdivisions, Idaho Code Title 67 Chapter 28, describes purchasing procedures to be followed:

- Advertisements for bids cannot take place until the Sponsor receives formal approval of the PS&E documents, contract proposal and bid proposal from ITD.
- Once formal approval to proceed has been received the sponsor has 30 days to advertise the project.
- If the Sponsor chooses to invite bids they must advertise the project in the appropriate newspaper as well.
- Sample bidding documents are included in this manual for your reference. Please contact your local ITD District SR2S contact for questions regarding this process.
- Once bidding has occurred, a copy of all bidding documents and copies of the advertisement affidavits must be provided to the ITD District SR2S contact and forwarded to ITD HQ Roadway Design.
- Include a cover letter requesting approval to award to contractor the specific dollar amount per attached bidding documents.
- Contracts shall be awarded to the successful low bidder in accordance with state laws only upon concurrence with ITD.
- A copy of the contracts must be provided to the ITD District in accordance with the provisions in the State/Local Agreement.
- Authorization to award the contract will be issued by the ITD HQ Roadway Design Section for projects that are conducive to bidding and contracting procedures, and by the District Engineer for all other projects.

The State/Local Agreement must be fully executed by ITD and local Sponsor before the bidding process can begin.

- The bid procedures to be followed by political subdivisions and all sub-grantees when procuring goods, services and public works are outlined below.
- All other processes to obligate funds must have written approval of the Federal Highway Administration.

Obligation of Construction Funds, Contingencies and Cost Overruns

- The Engineers Estimate is one of the documents submitted for PS&E (Plans, Specifications, and Estimate).
- The Engineers Estimate should include a contingency amount (which includes contingencies %5 and construction project administration %10) for adjustments necessary during construction.
- Once the PS&E package is submitted to Roadway Design and accepted, an ITD Form 2101(obligation document) will be processed by the Roadway Design Section to obligate the **construction funds presented in the Engineers Estimate only.**

- Once the obligation issue is routed and approved, the Roadway Design Engineer will issue an authorization to Advertise and Bid the project.
- The District and/or Sponsor may not proceed until they have received the memo authorizing them to Advertise and Bid the project.
- Once the funds are obligated additional work cannot be added to the project unless there are Change Order's or Quantity Variance Report's (QVR) during construction (changes necessary for the satisfactory completion of the project), and must go through the required approval process.
- Change Orders cannot be started until after the Award of the project, and QVR's may not be permitted if the project is bid in a lump sum.
- Only work that has received Environmental Clearance is approved to bid.
- If additions and/or changes to the scope of the project occur, the ITD District and project Sponsor will need to seek an Environmental re-evaluation.
- Once a project is submitted to PS&E, no other work can be added to the project.
- Work not included in the original bid package is considered a new project and should be re-bid and must compete with other projects for possible funding.
- Once the bid opening occurs and the Authorization to Award the project is issued from Roadway Design to the ITD District or project Sponsor the original funding is adjusted.
- Funding is adjusted to reflect the low bid. If the bids come in over and an increase is necessary, the cost overruns are the responsibility of the Sponsor.
- **The amount obligated for construction becomes the new project total, funds that are not obligated are no longer available to project.**
- Construction project administration fees paid to consultants can be funded but must be included at the time of obligation.

Infrastructure Bid Procurement Procedures for ALL SR2S Projects that require a contractor to perform the work

Follow Idaho Code 67-2805 (3). The following general procedures apply.

- Public works contractor's license required.
- Formal sealed bid process; solicitation of vendors licensed in Idaho to perform public works contracts as per Idaho Code 67-5711C(6).
- Bid documents must be written and must include:
 1. Description of work to be performed in sufficient detail to allow for understanding of the project.
 2. Method of bid submission.
 3. Date, time and place of public bid opening.
- Publication of legal notice required. The project must be advertised for 5 days in a daily newspaper, or for two weeks in a weekly newspaper. The Contractors shall have 3 weeks total to review the project. The time that the project is in the newspaper is included toward the review time period.
- The political subdivision may require a 5% bid bond.
- Sealed bids are received by the due date and publicly opened at the date and time established in the bid document. Bids received are recorded on the Record of Public Bid Opening.
- Award will be made to the responsive bid with the lowest procurement price.
- Appeal procedures are described on page 14.

SR2S Infrastructure Projects seeking to purchase goods or services ONLY must get approval from ITD prior to proceeding. The list below outlines the process to be followed for any purchases using SR2S funds:

- Engineers Estimate with purchase items, anticipated prices and certification that the city has qualified staff for installation prior to submitting an obligation request to FHWA.
- After approval is received from ITD the sponsor MUST solicit bids from suppliers.
- Forward a list of all supplier bids and a letter indicating that they wish to award the purchase contract to the low bid supplier.
- After the product is installed, provide necessary documentation to the District Records Inspector for their determination that the project has been completed.
- Once ITD has formally accepted the project submit the necessary documentation for reimbursement.

SR2S Projects wishing to use Sole Source or Proprietary Items for purchases must follow the process below outlined to get the approval necessary before proceeding:

- Provide ITD with a public interest finding stating why the project requires specific materials or products.
- **Provide ITD with justification of why it's necessary to use this product instead of others, why there is no other like items, and no other suppliers.**

Step 6: Construction and Materials Testing/Certification

Construction can only begin following official notification to proceed from ITD.

- During construction of the project, the Sponsor shall provide inspection services, inspection diaries, and support to the District Resident Engineer in the administration of the contract on this project.
- The Sponsor is responsible to make timely payment of all invoices and provide ITD with invoices and proof of payment.
- During the life of the construction contract, prior approval of ITD will be obtained if it is necessary to deviate from the plans and specifications to such a degree that the scope of project and/or required work is significantly changed.
- *The term "significant changes" refers to the character of the work as altered differs materially in kind or nature from that involved in the original proposed construction as determined by the District Resident Engineer.*

Materials Testing

The sponsor must provide for materials testing procedures as outlined in this manual. Please contact the ITD District SR2S contact if there are any questions.

Requirements for all projects:

- The Independent Assurance program will not apply; supersedes Quality Assurance (QA) Manual Section 300.00.
- The Life Cycle Cost Analysis will not apply; supersedes Materials Manual Section 540.00.
- Widening of the roadway will only be required to match the existing roadway section.
- Non-infrastructure projects, those without physical improvements, will not require materials acceptance or materials certification.
- For acceptance and materials certification for reimbursement of funds, QA Manual Section 200.02 & 401.00, a letter from the Sponsor to ITD indicating certification of the materials and a District Engineer Final Letter of Acceptance, will be required. The Sponsor's letter will certify the materials met the requirements of the contract. See example letter in Appendix A.
- The Contractor shall test as appropriate and certify the materials to the Sponsor.

Requirements for projects on the NHS impacting the roadway prism and any structural improvements such as bridges or bridge extensions, cantilever signs, traffic signals, luminaires:

- For the purpose of this manual, the roadway prism is defined as the area beneath the roadway surface, including shoulders but excluding curb, gutter, and sidewalks.
- Materials sampling and materials testing must conform to the ITD Materials Manual and the Quality Assurance Manual with Minimum Testing Requirements.

Requirements for projects on the NHS not impacting the roadway prism and projects not on the NHS:

- The minimum testing requirements will be accomplished by the contractor. Acceptance of material will be by written certification by the contractor to the sponsor.
- For laboratories and samplers/testers, A2LA and ACI will also be accepted, supersedes QA Manual Section 200.00.
- Idaho Standards for Public Works Construction (ISPWC) standards and testing may be used at the written request of the Sponsor and ITD Assistant Materials Engineer approval.

Step 7: Reports and Extensions

- All SR2S projects must be completed no later than two years following the date of the signed State/Local Agreement.
- Extensions beyond two years may be requested in writing to the State SR2S Coordinator.
- Concurrence must be given by ITD in the form of a letter authorizing the extension accompanied by a copy of the amended State Local Agreement.
- Sponsors of infrastructure only projects will keep construction diaries and report on the project to ITD SR2S District contact.

Step 8: Infrastructure Project Completion

- At the pre-project conference conducted between the ITD District SR2S contact and the Sponsor, it will be determined if mid-project inspections are necessary.
- If it is determined that mid-project inspections are required, the Contractor must notify the Sponsor who will coordinate the inspection with ITD.
- If all construction provided for and contemplated is found to be satisfactorily complete, this shall constitute as the final inspection and the ITD District Engineer shall notify the Sponsor in writing that the project is accepted.
- If the inspection discloses any work, in whole or in part, as being unsatisfactory, the Sponsor will notify the Contractor of the necessary instruction for correction of same, and the Contractor shall immediately comply with and execute such instruction.
- Upon correction of the work, another inspection will be made which shall constitute as the final inspection, provided the work has been satisfactorily completed. In such event, the ITD District Engineer will make the final acceptance and notify the Sponsor in writing of this acceptance as of the date of final inspection.

Step 9: Reimbursement Requests

- Payments will be made for incurred project expenses that occur following authorization to proceed only.
- Work performed by the applicant prior to receiving written authorization to proceed is out of compliance and therefore not eligible for reimbursement.
- Sponsors who anticipate making partial requests for reimbursement during the project must notify the ITD SR2S Coordinator prior to beginning construction. Partially completed projects must be inspected and approved by the ITD District Resident Engineer.
- All requests for reimbursements must be accompanied by verification of payment (copy of check or warrant) and a copy of an invoice.
- Payments will only be made for incurred project expenses that meet all project requirements.

Documents Required for Reimbursement

This following list of items is required when requesting a reimbursement from ITD for SR2S infrastructure projects. Upon review by ITD of the items below the Sponsor will be notified that payment will be issued.

- The Sponsor must provide evidence in the form of a copy of the check or warrant for the full payment to the contractor to ITD.
- A reimbursement check will then be issued to the Sponsor by ITD.
- Two complete copies of the signed contract and bid proposal
- Appropriate forms and affidavits completed and signed by contractor and Sponsor.
- Complete set of project specifications and drawings used for bid and construction of the project.
- Evidence of construction and Materials Testing/Certification for the project following Step 6 of this manual

- Inspection reports, diaries and documents, as required, to determine compliance with the Construction Contract
- Materials Certification Letter (example in Appendix C) indicating that the work meets all the project requirements

Required Contract Documents for all Infrastructure Projects

Special Provisions

- Through its financial assistance programs, the U.S. Government is seeking to improve the status of disadvantaged and minority businesses and citizens. In general, the following requirements provide fairness to the disadvantaged groups in the areas of employment and contracting.
- The sub-grantee agency, its subcontractors and/or suppliers cannot discriminate on the grounds of race, color, national origin, handicap, or gender in its services, programs or personnel transactions.
- The sub-grantee agency must therefore comply fully with the provisions of the Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, as amended (report outlining the agency's employment composition, goals accomplished and complaints of discrimination).
- The sub-grantee must also comply with 49 CFR Parts 21 and 27, and make reference to these mandates in all contracts or subcontracts.

All SR2S contracts shall include Special Provisions in the proposal. Special Provisions must address the following.

- Civil Rights Special Provisions and Civil Rights Insert
- Advertisement of Bids (See Appendix for example)
- Buy America
- Non-Collusion Affidavit
- Tribal Employment Rights Ordinances Requirements (TERO applies only if the project is located in part within the boundaries of a Reservation.)
- Drug-Free Workplace Affidavit
- Title VI Inclusions (within the Civil Rights and FHWA 1273 Documents)
- Required Contract Provisions-FHWA1273 and FHWA 1273 Insert
- License Requirements for Plumbing, Electrical, and HVAC Work (Must be provided by Contractor only if the project calls for this type of work)
- Davis-Bacon Rates
- 109.05 Monthly Payments
- 104.03 Changes and Extra Work
- 104.04 Differing Site Conditions
- 105.01 Authority of the Engineer and Suspension of Work
- 109.08 Acceptance and Final Payment
- Clean Water Insert

- Please refer to your ITD District SR2S contact for assistance with any of the Special Provision documents.

Audit Requirements for All Federal Aid Projects

All SR2S projects are considered Federal Aid and therefore project Sponsors must comply with the following audit requirements:

- An entity expending \$500,000 or more in a year in combined Federal awards (including any funds received from Federal sources outside ITD: US federal contracts, subcontracts, loans grants, subgrants, and/or cooperative agreements) requires an A-133 Single Audit or program-specific audit each fiscal year.
- An entity whose annual budget (from all sources) exceeds \$250,000 and expends any amount in a year in combined Federal awards are required to have a full and complete audit of financial statements each fiscal year.
- An entity whose annual budget (from all sources) exceeds \$100,000 but does not exceed \$250,000 and expends any amount in a year of combined Federal awards has a minimum requirement of financial statements audit on a biennial basis. Biennial audits shall include an audit of each fiscal year since the previous audit.
- An entity whose annual budget (from all sources) exceeds \$50,000 but does not exceed \$100,000 and expends any amount in a year of combined Federal awards has a minimum requirement of financial statements review on a biennial basis. Biennial review shall include a review of each fiscal year since the previous review.
- An entity whose annual budget (from all sources) does not exceed \$50,000 and expends any amount in a year of combined Federal awards has a minimum requirement of financial statements review by ITD on a biennial basis. Biennial ITD reviews shall include a review of each fiscal year since the previous review.

Title VI Requirements

- Title VI ensures that your agency identifies and addresses required policies and procedures for agencies in receipt of federal funding in relation to minorities and low-income populations.
- It is recommended that you designate a Title VI coordinator for your agency/organization if you don't already have one.
- Complete the assurance checklist on Page 17 and submit to ITD as soon as possible if it has not already been returned with the signed State/Local Agreement.
- This assurance checklist must be completed, signed, and returned to the ITD EEO Office as part of your funding process.

Title VI is required on all Federal-Aid Projects and applies to all Local Public Agencies(LPA). The following excerpt from the State Local Agreement helps demonstrate how an LPA must comply with Title VI.

State Local Agreement:

Idaho Transportation Department EEO Office

Notice of Title VI Requirements for Local Public Agencies

All local public agencies (LPAs), as a condition of Federal funding, are required to comply with Title VI of the Civil Rights Act of 1964 and the Civil Rights Restoration Act of 1987 which prohibits discrimination based on race, color, national origin, sex and disability. Compliance with the Americans with Disabilities Act is also required as a condition of Federal funding.

Title VI also requires that LPAs identify and address the effects of their programs, policies, and activities on minority and low-income populations (Environmental Justice) as well as assess and address the needs of otherwise eligible limited English proficient (LEP) persons seeking access to the programs and activities of recipients of Federal financial assistance. The ITD EEO Office will assist you with evaluating your programs, policies and procedures and will provide training.

By signing the enclosed State & Local Agreement, you are agreeing to comply with Appendix A (attached to the Agreement) which outlines the basic non-discrimination requirements for LPAs.

Among other things, Appendix A requires that the LPA include the following information when returning the signed State & Local Agreement:

- 1. Designate a Title VI Coordinator who will work with the ITD EEO Office in monitoring practices, procedures, policies and documents for compliance. Provide this person's name and contact information. (This can be made a part of #3 below)*
- 2. List all major transportation programs and activities conducted by the LPA, along with the Title VI considerations related to them.*
- 3. *A copy of your Title VI Policy Statement, signed by someone in authority.*
- 4. *A copy of your Title VI Complaint Procedure.*

**A sample policy statement and complaint procedure can be found at:*

<http://itd.idaho.gov/civil/Title6.htm>

For questions or technical assistance, call Karen Sparkman, EEO Manager, at 208-334-8852 or email karen.sparkman@itd.idaho.gov

Appeal Procedures

Disputes/Disagreements

- Any dispute, disagreement, or question of fact concerning your award/contract shall be decided by the ITD Highway Operations and Safety Engineer.
- The decision shall be in writing and shall be distributed to the parties concerned. A designated sub-contractor shall then proceed with the performance of the project with ITD's decision.
- If you disagree with the decision by the Highway Operations and Safety Engineer you may appeal to the ITD Chief Engineer.

- The appeal must be made in writing within 30 days of the Highway Operations and Safety Engineer decision and served by certified mail.

Non Compliance and Termination

- The ITD will impose sanctions in the event of noncompliance or violation of any contract provision by the Sponsor and/or its subcontractor.
- Appropriate sanctions may include withholding of payments, suspension or termination of the award in whole or in part.
- In the event of termination, ITD shall notify you within 30 days in advance of the effective date of termination.
- The Sponsor shall be paid only for those services satisfactorily performed and allowable prior to termination.
- The Sponsor may be required to return funds for any items purchased and not being used effectively to reach the goals of the project.

ITD SR2S Contact List

For all general questions about the State Safe Routes to School program contact:

Josephine O'Connor, ITD HQ/OHOS PO Box 7129, Boise ID 83707-1129. JOConnor@itd.idaho.gov
P.208-334-4475 / F.208-334-8595

ITD District SR2S Contacts:

District 1 (Boundary, Bonner, Kootenai, Benewah and Shoshone counties): **Gregory Brands**, 600 W. Prairie, Coeur d'Alene, 83815, (208) 772-1274 or Gregory.Brand@itd.idaho.gov

District 2 (Latah, Nez Perce, Clearwater, Lewis, and Idaho counties): **Ken Helm**, 2600 N.&S. Highway, P.O. Box 837, Lewiston, 83501, (208) 799-4223 or Ken.Helm@itd.idaho.gov

District 3 (Adams, Valley, Washington, Payette, Gem, Boise, Canyon, Ada, Elmore, and Owyhee counties): **Mark Wasdahl**, 8150 Chinden Blvd., P.O. Box 8028, Boise, 83707, (208) 334-8334 or Mark.Wasdahl@itd.idaho.gov

District 4 (Camas, Blaine, Gooding, Lincoln, Jerome, Minidoka, Twin Falls, and Cassia counties): **Jack Shambaugh**, 216 S. Date St., P.O. Box 2-A, Shoshone, 83352, (208) 886-7801 or Jack.Shambaugh@itd.idaho.gov

District 5 (Bingham, Caribou, Power, Bannock, Oneida, Franklin and Bear Lake counties): **Mark Snyder**, 5151 S. 5th, P.O. Box 4700, Pocatello, 83205, (208) 239-3336 or Mark.Snyder@itd.idaho.gov

District 6 (Lemhi, Custer, Butte, Jefferson, Clark, Fremont, Madison, Teton and Bonneville counties): **Bill Shaw**, 206 N. Yellowstone Highway, P.O. Box 97, Rigby, 83442 (208) 745-5608 or Bill.Shaw@itd.idaho.gov

Environmental Questions: Michele Fikel, ITD HQ Environmental Planner, (208) 334-8478 or michele.fikel@itd.idaho.gov

Cultural & Historical Reviews: Dan Everhart, ITD HQ Architectural Historian, Phone (208) 334-8479 or dan.everhart@itd.idaho.gov

Infrastructure Procurement Procedures: Randy Gill, Roadway Design Section, ITD Headquarters, (208) 334-8591 or randy.gill@itd.idaho.gov

Materials Testing Requirements: Mike Santi, Assistant Materials Engineer, ITD Headquarters (208) 334-8450 or Mike.Santi@itd.idaho.gov

APPENDIX A:

Infrastructure Project Checklist

Materials Design Summary

Materials Certifications Letter

Right of Entry Request Letter for Cultural Resources Survey

Project Development Documents List

Example of Project Development (PS&E) Documents

Required FHWA Project Contract Requirements 1273

SR2S Project CHECKLISTELECTRONIC VERSION AVAILABLE AT WWW.ITD.IDAHO.GOV/SR2S/TOOLS**TITLE and KEY NUMBER**

<i>Milestone</i>	<i>Due Date</i>	<i>Date Submitted</i>	<i>Date Approved</i>
Executed State Local Agreement			
Pre-Project Conference			
Determine Design Standards Applicable			
Project Charter/Schedule			
Environmental Evaluation			
Cultural Resources Survey			
Hazardous Materials Report			
Materials Design Summary			
ITD Approves Development Documents			
ITD Approves PS&E Package			
ITD Approves Bid Documents			
ITD Approves Contract Award			
ITD Obligates Construction Funds			
ITD Issues Notice to Proceed			
Progress Reports			
Project Inspection			
Project Completed			
Reimbursement Request			
Final Reimbursement Issued			

Right of Entry Request for Cultural Resources Survey

Date: _____

SR2S Project # _____ Sponsor: _____

Property Owner: _____

Address: _____

Dear Property Owner,

Your property is located in the vicinity of a Safe Routes to School (SR2S) project planned by _____. This is a federally funded project therefore a cultural resources survey is required to ensure all existing historical and archaeological resources and features are documented.

The Idaho Transportation Department (ITD) is seeking the right and privilege of ingress and egress to and from your property to conduct the required survey. The cultural resource survey involves no ground disturbing activities and no physical removal or displacement of any physical property or amenity.

As owner and therefore grantor that lawfully won and possesses the aforementioned and described tract of land (property) and whom has good and lawful right to convey said right of entry, grant to the ITD, grantee; right of entry to conduct historical/archaeological cultural resource surveys?

- ☐ Yes, grantor/owner of _____ (address) hereby grants right of entry to the ITD to conduct cultural resources surveys.
- ☐ No, grantor/owner of _____ (address) hereby grants right of entry to the ITD to conduct cultural resources surveys.

Signed: _____, GRANTOR (Property Owner)

Date: _____

Please contact the project Sponsor's representative _____ at (phone number) (208) _____ for questions about the planned project.

'C' LIST - ENVIRONMENTAL EVALUATION
ACTION (#8): PAVEMENT MARKINGS

Project information

District	Key #	Route	Project Name	MP	MP
Submitted by			Title	Date	

This project meets the "c list" criteria for Categorical Exclusions under 23 CFR 771.117, action number 8, "Installation of ... pavement markings ... where no substantial land acquisition or traffic disruption will occur."

There are no unusual circumstances as described in 23 CFR 771.117(b):

1. Significant environmental impacts;
2. Substantial controversy on environmental grounds;
3. Significant impact on properties protected by section 4(f) of the DOT Act or section 106 of the National Historic Preservation Act; or
4. Inconsistencies with any Federal, State, or local law, requirement or administrative determination relating to the environmental aspects of the action.

PURPOSE AND NEED: Existing pavement markings are worn such that they are no longer reflective and/or not clearly visible, particularly during adverse weather conditions. The purpose of this project is to enhance safety for roadway users by renewing pavement markings to restore them to a clearly visible condition.

PROPOSED ACTION: Apply painted, preformed tape, or thermoplastic pavement markings to the roadway surface. The pavement marking application may be preceded by brooming and/or sand or water blasting, which may or may not be included in these projects.

PROJECT SCOPE: All work will occur within the limits of the existing paved surface. No work will be performed beyond the edge of pavement or below surface of the roadway. The horizontal or vertical grades will not be altered. There will be no change to roadway capacity.

No ground disturbing activities are involved in these actions. Any sediment which may be generated by pavement surface cleaning operations prior to striping will be collected either directly (e.g. vacuum sweepers) or in sedimentation ponds, ditches, swales or the like; no sediment will be discharged to water bodies or other offsite locations. Best Management Practices will be utilized as appropriate to control any sediment discharge.

TRIBAL COORDINATION

The project does not include areas within Indian reservations.

ENVIRONMENTAL IMPACTS: Due to the minor nature of the projects, and the work areas being limited to the existing pavement surfaces, the project will have no adverse effect on the human or natural environment. Specifically:

- There will be No Effect to Threatened or Endangered Species or Critical Habitat.
- There will be no impacts to wetlands.
- No Historic properties on or eligible for the National Register of Historic Places will be affected.
- There is no use of Section 4(f) or Section 6(f) resources.
- There are no disproportionate adverse impacts to low income or minority communities.
- Projects are not Type 1 projects for traffic noise.
- There is no business or residential displacement.
- No state or federal permits are required for this work.
- There is no public concern or controversy arising from or associated with these projects.
- The project is not within a regulated hazardous material site (Superfund).

NOTES:

1. Contractor designated support areas are not included in this evaluation.
2. Should the scope of work for projects included in this action change or be expanded to include additional activities not described above, the approval for that project herein may be invalidated. Such project may be addressed in a separate evaluation.

ATTACHMENTS:
None

CONCLUSION:

The project does not individually or cumulatively have a significant adverse effect on the human environment and meets the conditions of 23 CFR 771.117(c)8.

This project complies with Criterion G of the Programmatic Agreement for Cultural Resources.

The c list #8 action for pavement markings was categorically approved by the Environmental Section Manager on 7-14-10.

PS&E Documents Required for SR2S Infrastructure Projects

The following checklist contains all of the items required for a PS&E package. Pages 20-56 contains examples of the required bid documents, these are available electronically at www.itd.idaho.gov/sr2s/tools.

APPROVAL DOCUMENTS

- Approved Concept Report
- Waiver of Public Hearing
- Materials Certification Letter Design Approval Letter
- ITD-1893 – LPA Certification of Completion of R/W Activities
- Right-of-Way Certification by HQ
- Environmental Documentation - Approval
- Is the project within the Programmed Amount?
- Engineers Estimate?
- Programmed Amount?
- Completion Time? Examples:
 - *All work shall be completed within 65 Working Days.*
 - *Work shall be done between July 1, 20XX and August 15, 20XX.*
 - *All work shall be completed by October 15, 20XX.*

BIDDING DOCUMENTS

- Plans and Specs
- Bid Schedule (name and project # included)
- Advertisements of Bids
- Invitation of Bids (optional)
- Proposal
- Bidders Registration (Required in example bid proposal (p. 36)...add here , or delete there)
- Contractor Agreement
- Civil Rights Insert
- Civil Rights Documentation
- Non-Collusion Affidavit
- Buy America
- Tribal (if applicable)
- Drug-Free Workplace
- FHWA 1273
- FHWA 1273 Insert
- Davis Bacon Wage Determination
- License Requirements (Plumbing, Electrical, HVAC)
- Electrical Inserts
- NPDES (Storm Water Permit)
- Title VI Inclusions
- 109.05 Monthly Payments
- 104.03 Change Orders and Extra Work
- 104.04 Differing site conditions
- 105.01 Authority of the Engineer and suspension of Work
- 109.08 Acceptance and Final Payment
- Clean Water Insert (Required on page 17. Add here, or delete there)

If you choose to invite bidders, you still are required to advertise the bid in the newspaper

Please provide two (2) copies of a complete PS&E packages to the ITD District SR2S contact prior to October 1. Please remember to include one of the above examples of the project completion date in your PS&E.

Safe Route to Schools (SR2S) Materials Design Summary

Project _____
[name, number or description]

Where allowed in the Safe Route to Schools Materials Memorandum No. 17, this form is a substitution for approved materials phase reports.

Use this form to indicate the items that will be used on the project identified above and submit to the District for approval. Materials approved on this form must be specified as described in the project contract.

√	Items
<input type="checkbox"/>	Portland Cement Concrete – ½” commercial mix designed for compressive strength of not less than 3000 psi or in accordance with ITD Section 509 Non-Structural Concrete. used for sidewalk, curb, curb & gutter, slab foundation for cabinets or sign post foundations
<input type="checkbox"/>	Hot Mix Asphalt – ¾” to ¾” commercial mix design with at least 58-28 PG asphalt binder or in accordance with ITD Non-Structural Plant Mix specifications. used for bike or pedestrian path or bituminous curb
<input type="checkbox"/>	Traffic Signs & Posts – Signs not greater than 25 sq. ft. in accordance with ITD Standard Specification Section 616, MUTCD & ITD Standard Drawings I-8, I-9, I-12, I-13 used for safe route markers, School Zone signs & posts
<input type="checkbox"/>	Traffic Signal Poles, Lighting Poles and Pedestrian Poles – per ITD Standard Specification Section 619 and Section 656, ITD Standard Drawings I-6 & I-7 (Mast Arms must be less than 55 feet)
<input type="checkbox"/>	Pavement Markings – per ITD Qualified Products List & Standard Drawing I-21-A
<input type="checkbox"/>	Bike Storage Area or Rack – Approved by Sponsor
<input type="checkbox"/>	Concrete Barriers – per ITD Standard Drawing G-2-A-1 or G-2-A-2
<input type="checkbox"/>	Drainage Culverts & Installation – per ITD Standard Specification Sections 602 – 609 and ITD Standard Drawing D-12 & D-13
<input type="checkbox"/>	Aggregate Materials – from commercial sources approved by ITD Includes ½” crushed gravel, ¾” crushed gravel, pipe bedding, and imported granular material

Any items not listed above, including roadway items and structural members, i.e., pedestrian foot bridge, traffic signs larger than 25 sq. ft., must have the appropriate phase reports approved per ITD Materials Manual Section 200.00.

Submitted By	Title	Date
Reviewed & Approved By	District Materials Engineer	Date

Safe Route to Schools (SR2S) Materials Certification Letter

[Local Agency Letterhead]

[Date]

Idaho Transportation Department
District Engineer [name]
[Address]

RE: Safe Route To School Project [number and / or description]

Dear Mr/Ms [name];

The referenced project has been completed and I have performed a final inspection on [date]. During the inspection, I found that all construction items provided for and contemplated by the contract were completed satisfactorily.

There has been a review of the project files and it was determined the contractor has provided the required materials certifications and any other required documents.

As acting official of [Local Agency], I hereby certify the project requirements were met and we accept the project.

Sincerely,

[name]
[title]

EXAMPLE INVITATION TO BID

The City of _____, Idaho is accepting sealed bids at the business office of the City Clerk, _____, until _____ A.M./P.M., prevailing local time, _____, 20__ for the following project:

SR2S _____ – 20__ (Project Name/Year Awarded)

At _____ am/pm on the same day all proposals will be publicly opened and read aloud in the City Hall Council Chambers.

The project consists of the construction of approximately __ lineal feet of new concrete sidewalk and the construction of __ lineal feet of asphaltic sidewalk; includes the replacement of existing street curb; existing private driveways and private sidewalks will be replaced.

Bid forms, bidding instructions and conditions, contract documents, plans and specifications may be obtained at the office of the City Engineer, _____, (add contact information) for a non-refundable fee of \$_____ plus tax.

Idaho Public Works Licenses are not required to bid but are required prior to contract award.

The Federal-aid project subject to certain non-discrimination, buy American, and Davis Bacon Wage Act requirements. Bidders and Contractors must comply with the requirements set forth in the project specifications. Please contact the City for clarification and applicability.

Any objections to the contents or terms of the Specifications shall be raised five (5) days prior to bid opening or it shall be deemed to have been waived.

The City reserves that right to reject any and all bids.

Name, Deputy City Clerk

Publish _____ and _____, 20__

EXAMPLE BID PROPOSAL

TO: Mayor and City Council
City of _____, Idaho

Date: _____

This proposal is submitted as an offer by the undersigned to enter into contract with the City of _____, Idaho as represented by the City Council, hereinafter referred to as the 'CITY' for SR2S Project Name – 20__, specified herein and which construction documents are on file with the City Engineer, address, and which are a condition hereof with the same force and effect as though they were attached hereto. The offer is conditioned on the following declarations as to the facts, intention and understanding of the undersigned and the agreement of the CITY to the terms and prices herein submitted.

1. All project specifications and drawings examined by the undersigned and their terms and conditions are hereby agreed to.
2. The undersigned certifies that he has received or made himself aware of any and all existing site conditions that may affect the proposed work.
3. It is understood that the contract drawings may be supplemented by additional drawings and specifications in explanation and elaboration of the contract drawings and it is agreed that such supplemental drawings, when not in conflict with those referred to in paragraph 1 above, will have the same force and effect as if attached hereto and that when received they will be considered a part of the contract.
4. The undersigned will furnish separate performance and payment bonds in the full amount of the contract price.
5. The cash, certified check, bid bond, or cashier's check accompanying this proposal shall be forfeited to the City of _____, Idaho to the extent of 5% of the amount bid if the undersigned shall fail or refuse to execute the contract, furnish performance and payment bonds, and insurance certificate as required by the specifications within the time limit therein after notification that the said proposal is accepted, all in accordance with the provisions of this proposal and the specifications.
6. The undersigned further agrees that the CITY shall have the right to accept or reject any bid deemed to be in the best interest of the City.
7. The undersigned agrees to order all necessary equipment and materials within a period of three (3) days after Notice to Proceed has been issued by the Engineer.
8. The undersigned, as a bidder, acknowledges that Addenda Number _____ through _____ have been delivered to him and have been examined as part of the contract documents.

9. The undersigned agrees to complete all work embraced in the contract within the time limitations set forth in paragraph IB-13 of the Instruction to Bidders.
10. The undersigned agrees to obtain the appropriate Idaho Public Works license prior to contract award if not already licensed.
11. The undersigned proposes to use the following sub-contractors in the performance of meeting the contract requirements. Information herein must comply with Idaho Code Section 67-2310 and IB-16. License No.'s may be given as 'pending'.

<u>Subcontractors</u>	<u>Trade Specialty</u>	<u>Idaho Public Works License No.</u>	<u>\$ Amount</u>
a. _____			
b. _____			
c. _____			

12. The undersigned has included with the bid the following forms and information:
 - a. Bid Schedule
 - b. Bid Security
 - c. Bidder's Non-Collusion Affidavit
 - d. Bidder's Drug-Free Workplace Affidavit
13. The undersigned proposes to furnish labor, materials, equipment and services of all kinds required for SR2S _ Project Name - 20-- as described in the specifications, including all appurtenant work, all as required by the specifications and this proposal for prices in accordance with the completed schedule contract prices as follows:

Project: _____ City of _____, Idaho
 _____ SR2S Project Name - 20--
 _____ Federal Project No. _____
 _____ Key No. _____

EXAMPLE BID SCHEDULE

Item No.	Quantity Description	Unit & Unit	Price	Total Price
1.	New Curb	28 Lineal Feet	\$_____	\$_____
			Per L.F.	
2.	New Sidewalk / Existing Curb	250 Lineal Feet	\$_____	\$_____
			Per L.F.	
3.	New Sidewalk / New Curb	635 Lineal Feet	\$_____	\$_____
			Per L.F.	
4.	New Sidewalk / Integral Wall	15 Lineal Feet	\$_____	\$_____
			Per L.F.	
5.	Vehicular Approach Sidewalk	212 Lineal Feet	\$_____	\$_____
			Per L.F.	
6.	Concrete Driveway	865 Square Feet	\$_____	\$_____
			Per S.F.	
7.	Gravel Driveway	25 Square Yards	\$_____	\$_____
			Per S.Y.	
8.	Asphaltic Pavement Driveway	15 Square Yards	\$_____	\$_____
			Per S.Y.	
9.	Private Entryway Sidewalk	120 Square Feet	\$_____	\$_____
			Per S.F.	
10.	Asphaltic Pavement Sidewalk	515 Square Yards	\$_____	\$_____
			Per S.Y.	
11.	Tree Removal	Lump Sum	Per L.S.	\$_____
12.	Landscaping	Lump Sum	Per L.S.	\$_____
13.	Replumb Drain Pipe	Lump Sum	Per L.S.	\$_____
14.	Traffic Control	Lump Sum	Per L. S.	\$_____
15.	Mobilization (≤ 5% of Bid)	Lump Sum	Per L.S.	\$_____

TOTAL BID\$_____

Firm Name of Bidder

Mailing Address

Signature of Bidder

Public Works License No.

Official Title

State of Incorporation if Incorporated

SEAL (if incorporated)

Dated at _____ This ____ day of _____, 20__.

Idaho Transportation Department

Title VI of the Civil Rights Act of 1964 Program

Pre-Award Assurance Checklist

This assurance checklist must be completed, signed, and returned to the ITD EEO Office as part of your funding process. Below are the requirements to assure non-discrimination in local public agencies (LPA) transportation projects. This checklist also serves as a preview to you as to the processes, procedures, policies, and documentation that will be expected at a formal Title VI Review by ITD's Equal Employment Opportunity Office (EEO).

In order to be awarded federal financial assistance, the LPA must certify that it will provide the following information when required, and where applicable in conjunction with reporting requirements and/or a Title VI Review. This checklist also serves to document that the LPA currently has in place, or will be able to implement, where applicable, the following processes and procedures.

Data Collection – A process to collect the following:

- Y___N___ Breakdown of LPA employees by race, gender and position held.
- Y___N___ Number of (ITD) federally funded projects awarded or ongoing during the past two years.
- Y___N___ Log showing Title VI complaints received during past two years (number, how resolved, issues involved) if any.
- Y___N___ Attendance at public hearings tracked, broken down by race, gender, disability.
- Y___N___ Statistical data collected on race, gender, disability for communities impacted by construction projects.
- Y___N___ Statistical data collected on race, gender, and disability for all right-of-way relocatees.

Staffing:

- Y___N___ Staff designated to have Title VI coordination responsibilities (in conjunction with other duties).

Policies, Procedures, Processes:

- Y___N___ Title VI Policy or Policy Statement in place for your organization, signed by the Sponsor.
- Y___N___ Proof of public dissemination of Title VI Policy or Policy Statement.
- Y___N___ Process for handling Title VI complaints from the public.
- Y___N___ Proof of public dissemination of complaint procedure.
- Y___N___ Planning, public involvement guidelines, and public involvement policies reviewed for compliance with Title VI.
- Y___N___ Procedures in place to ensure that equal opportunity is being considered in the hiring of employees and the award of contracts/agreements.

Training:

- Y___N___ Has staff received any Title VI training (formal or informal).*

Planning Activities – Documentation to show (if not performed for you by ITD):

- Y___N___ Minority members of the community are actively sought out to participate in public hearings
- Y___N___ Accessible locations, adequate notice, and language translation services are considered or provided during the coordination of public hearings.
- Y___N___ The project for which funding is sought complies in all aspects with the Americans with Disabilities Act and Section 504 of the Rehabilitation Act of 1973.

Contracts & Agreements:

- Y___N___ LPA-issued contracts/agreements contain Title VI non-discrimination assurances.

Design/Environmental Activities – Documentation to show (if not performed for you by ITD):

- Y____N____ Minority members of the community are actively sought out to participate in public hearings
- Y____N____ Accessible locations, adequate notice, and language translations services are considered or provided during the coordination of public hearings
- Y____N____ Location and design manuals, directives, operational procedures, guidelines and policies reviewed for Title VI compliance.

Right of Way Activities – Documentation to show (if not performed for you by ITD):

- Y____N____ Title VI language incorporated in all acquisition, negotiation, property management communications and contracts.
- Y____N____ Title VI language and assurance statements included in all surveys for property owners and tenants after conclusion of all business.
- Y____N____ Values and communications associated with appraisals conducted in an equitable and non-discriminatory manner.
- Y____N____ Deeds, permits, and leases contain Title VI compliance clauses.

Construction & Maintenance Activities – Documentation to show (if not performed for you by ITD):

- Y____N____ Contractor selection procedures have been reviewed to ensure uniformity in their application to minority and non-minority contractors.
- Y____N____ Minority contractors and subcontractors are informed about contracting opportunities with the LPA.
- Y____N____ Title VI assurances included in all LPA-issued contracts, subcontracts, and material supply agreements.

Sponsor must return a copy of this completed form to:

Karen Sparkman
Idaho Transportation Department
EEO Office – External Programs
PO Box 7129
Boise ID 83707-1129

Or email:
karen.sparkman@itd.idaho.gov

Or fax: 208-332-4190

Sponsor Name/Phone Number

Sponsor Signature

Title

Date

*Title VI training can be provided by the ITD EEO Office upon request. To discuss training or Title VI requirements, reviews or reports, contact Karen Sparkman, EEO Manager, 208-334-8852, or email karen.sparkman@itd.idaho.gov

**EXAMPLE
PS&E**

NON-COLLUSION AFFIDAVIT

By signing this bid proposal, the bidder being duly sworn states that the firm, association or corporation to whom this contract is to be awarded has not by or through any of its officers, partners, owners or any other person associated therewith, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this contract, and is not financially interested in or otherwise affiliated in a business way with any other bidder on this contract.

AFFIDAVIT AND CERTIFICATE OF VERIFICATION

STATE OF

COUNTY OF

Subscribed and sworn (or affirmed) before me this _____ day of _____ 20____.
I, _____, a notary public, do hereby certify that on this date,
personally appeared before me, _____, known or identified to
me to be the person whose name and title is subscribed to the foregoing instrument, acknowledged to
me that he/she signed the foregoing document, and that the statements therein contained are true.

Notary Public _____

Signature _____

Residing at _____

Commission Expires _____

**EXAMPLE
PS&E**

BIDDER'S DRUG-FREE WORKPLACE AFFIDAVIT

CONTRACTOR'S AFFIDAVIT
CONCERNING ALCOHOL AND DRUG-FREE WORKPLACE

STATE OF _____
COUNTY OF _____

The undersigned being duly sworn upon oath, deposes and says that _____ complies
(Contractor Name)
with the provision of Section 72-1717 Idaho Code (Drug Free Workplace program) that

_____ provides a drug-free workplace program that complies with the provisions of
(Contractor Name)
Idaho Code, Title 72, Chapter 17 and will maintain such program throughout the life of a state
construction contract and that _____ shall subcontract work only to subcontractors
(Contractor Name)
meeting the requirements of Idaho Code, Section 72-1717(1) (a).

Name of Contractor

Address

By _____
(Signature)

Subscribed and sworn to before me this ____ day of _____, 20--.

Notary Public for _____
Residing at _____
My Commission Expires _____

THIS PAGE MUST BE COMPLETED RETURNED WITH YOUR BID DOCUMENTS

EXAMPLE PS&E

CONSTRUCTION CONTRACT

(DRAFT - DO NOT SUBMIT WITH BID)

THIS AGREEMENT, dated this ____ day of _____, 20--, by and between the City of _____, Idaho, a municipal corporation of the State of Idaho (hereinafter, "City") and _____, (hereinafter, "Contractor"):

WITNESSETH:

WHEREAS, pursuant to the invitation of the City, extended through an officially published "Advertisement for Bids", the Contractor did, in accordance therewith file with the City a proposal containing an offer which was invited by said notice; and

WHEREAS, the City has determined that said offer was the lowest qualified proposal submitted:

NOW THEREFORE, the parties to this Contract, in consideration of the mutual covenants and stipulations set out, agree as follows:

ARTICLE 1. CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between the City and the Contractor concerning the work to be performed are this Contract, pages one (1) through () and the following:

1. Advertisement for Bids;
2. Project Specifications titled: _____
3. Bid/Proposal of the Contractor, dated _____, 20--, to be physically attached to this Contract;
4. The Engineering Plans;
5. Performance and Payment Bonds and Insurance Certificates, to be physically attached to this Contract;
6. Change Orders, which may be delivered or issued after the effective date of this Agreement;
7. Addenda issued prior to opening of bids, to be physically attached to this contract;
8. Civil Rights Provisions;
9. Buy America Provisions;
10. Required Contract Provisions, Federal-Aid Construction contracts; FHWA 1273
11. Davis Bacon Wage Determination

There are no Contract Documents other than those listed in Article 1. This Contract may only be amended by change order as provided in the General Conditions.

EXAMPLE PS&E

ARTICLE 2. WORK

The Contractor shall complete the entire work as specified, indicated and required under the Contract Documents.

ARTICLE 3. CONTRACT TIME/SUBSTANTIAL COMPLETION

The work to be performed pursuant to this Contract shall be substantially complete on or before _____ (date), unless adjustment of the contract time is made in accordance with the provisions of the Contract Documents. The Contractor shall begin work in conformance with the Contract Documents and shall complete the work prior to the date of completion.

ARTICLE 4. CONTRACT SUM

The City shall pay the Contractor for completion of the Work in accordance with the Contract Documents in current funds the amount of _____ DOLLARS (_____). Said Contract Sum shall be paid in accordance with the Contract Documents.

ARTICLE 5. INDEPENDENT CONTRACTOR

The parties warrant by their signature that no employer-employee relationship is established between the Contractor and the City by the terms of this contract. It is understood by the parties hereto that the Contractor is an independent contractor and as such neither it nor its employees, agents, representatives or subcontractors, if any, are employees of the City for purposes of tax, retirement system, or social security (FICA) withholding.

ARTICLE 6. SCOPE OF SERVICES

The Contractor shall perform all services required by the Contract Documents. All work shall be completed in accordance with the specifications and plans established for this project.

ARTICLE 7. HOLD HARMLESS/INDEMNIFICATION

In addition to other rights granted the City by the Contract Documents, the Contractor shall indemnify and save harmless the Engineer and the City, its officers and employees, from all suits, actions, or claims of any character brought because of any injuries or damages received or sustained by any person, persons, or property on account of the operations of the Contractor or his subcontractors; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in constructing the work; or because of any act or omission, neglect, or misconduct of the Contractor or his subcontractors; or because of any claims or amounts recovered from any infringements of patent, trademark or copyright; or from any claims or amounts arising or recovered under the Workmen's Compensation Act or any other law, ordinance, order or decree.

ARTICLE 8. CONFLICT OF INTEREST

The Contractor covenants that it presently has no interest and will not acquire any interest, direct or indirect, in the project which would conflict in any manner or degree with the performance of its services hereunder. The Contractor further covenants that, in performing this Contract, it will employ no person who has any such interest. Should any conflict of interest arise during the performance of this Contract, Contractor shall immediately disclose such conflict to the Project Engineer/Engineer and the City.

ARTICLE 9. ENTIRE AGREEMENT, MODIFICATION AND ASSIGNABILITY

This Contract and the exhibits hereto contain the entire agreement between the parties, and no statements, promises, or inducements made by either party, or agents of either party are valid or binding unless contained herein. This contract may not be enlarged, modified or altered except upon written agreement signed by the parties hereto. The Contractor may not subcontract or assign its rights (including the right to compensation) or duties arising hereunder other than as contemplated by the Contract Documents, without the prior written consent and express authorization of the City of [REDACTED].

ARTICLE 10. ADHERENCE TO LAW REQUIRED

All applicable local, state and federal statutes and regulations are hereby made a part of this contract and shall be adhered to at all times. Violation of any of these statutes or regulations by the Contractor shall be deemed material and shall subject the Contractor to termination of this contract for cause. No pleas of misunderstanding or ignorance on the part of the Contractor will in any way serve to modify the provisions of this requirement. The Contractor and his surety shall indemnify and save harmless the City and its employees, agents and representatives against any claim or liability arising from or based on the violation of any such laws, codes, ordinances, or regulations, whether by himself, his employees, or his subcontractors.

ARTICLE 11. LEGAL FEES

In the event either party incurs legal expenses to enforce the terms and conditions of this contract, the prevailing party is entitled to recover reasonable attorney's fees and other costs and expenses, whether the same are incurred with or without suit.

ARTICLE 12.
SPECIAL WARRANTY

The Contractor warrants that nothing of monetary value has been given, promised or implied as remuneration or inducement to enter into this Contract. The Contractor further declares that no improper personal, political or social activities have been used or attempted in an effort to influence the outcome of the competition, discussion, or negotiation leading to the award of this Contract. Any such activity by the Contractor shall make this Contract null and void.

**EXAMPLE
PS&E**

**ARTICLE 13.
COMMUNICATIONS**

Such communications as are required by this contract shall be satisfied by mailing or by personal delivery to the parties at the following address:

Contractor:

City: City of _____
 Address Line 1
 Address Line 2
 City, Idaho ZIP

IN WITNESS WHEREOF, said Contractor and the City have caused this Contract to be executed on the day and year first above written.

Contractor:

City:

by: _____

_____, Mayor

ATTEST:

_____, City Clerk

Approved As To Form:

_____, City Attorney

ACKNOWLEDGMENT

On this _____ day of _____, 20____, before me, a Notary Public of the State of Idaho, personally appeared _____, in his official capacity as _____, known to me to be the person described in the above document and acknowledged to me he executed the same.

SEAL

Notary Public residing at _____.
My Commission expires _____

EXAMPLE PS&E

INSTRUCTION TO BIDDERS

INTENT OF PLANS AND SPECIFICATIONS

It is the intention of these specifications to provide for careful, thorough and workmanlike construction procedure in the installation of material and equipment and in the manufacture or delivery of such materials and equipment. The bidder to whom the contract is awarded shall furnish all the material, equipment and labor necessary to complete said contract in accordance with all of its terms and conditions. All contracts shall be awarded subject to those instructions to bidders.

The plans and specifications shall be considered and used together; anything appearing as a requirement of either shall be accepted as applicable to both even though not stated therein or shown. All specifications and notes appearing on the plans shall have the same force and effect as though they were repeated herein.

PLANS, SPECIFICATIONS, AND ADDITIONAL INFORMATION

Plans and specifications are on file in the office of the City Engineer. Copies of same may be obtained from the City Engineer by making payment of Fifty dollars (\$25.00) plus tax. Additional information relative to same may be obtained from the office of the City Engineer.

EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE

Bidders shall satisfy themselves by personal examination of the plans, specifications, and site of the proposed improvement, and by any other examinations and investigation which they may desire to make, as to the accuracy of the estimate of quantities, the nature of the soil, conditions of the project site, and difficulties to be encountered.

PREPARATION AND DELIVERY OF PROPOSAL

Bids shall be prepared and submitted upon the "Proposal" form supplied by the City Engineer. Each and every blank provided for in the "Proposal" shall be filled in with ink or typing. Proposals, which are incomplete or submitted on an unauthorized form, may be rejected as informal.

ALL BIDS SHALL INCLUDE THE FOLLOWING:

- Bid Schedule
- Proposal Guaranty
- Bidder's Non-Collusion Affidavit
- Drug-Free Workplace Affidavit
- Bidder's Registration (DBE Related)

Failure to properly execute and submit any of these documents as part of the bid may render the bid as being incomplete and may become cause for rejection of the bid.

After the date and hour set for the opening of the bids, no bidder may withdraw his/her proposal unless award of contract is delayed for a period exceeding the time limits described in IB-8, AWARD OF CONTRACT.

The City Council reserves the right to reject any or all bids, any or all schedules or to accept the bid or schedule deemed to be in the best interest of the City of [REDACTED].

PROPOSAL GUARANTY

Each proposal must be accompanied by cash, a certified check, bid bond, or cashier's check in an amount not less than five percent (5%) of the total amount bid. This guaranty or "Good faith token" will be held until the successful bidder has, within ten (10) days from the date of notification of award of contract, executed the contract and furnished approved separate performance and payment bonds, each in an amount equal to one hundred percent (100%) of the amount of the contract. There shall also be submitted with the surety bonds, evidence of public liability insurance coverage in amounts not less than those specified in the general specifications included herein.

RETURN OF PROPOSAL GUARANTY

Immediately after the bid prices have been compared, the Clerk will return the guaranties accompanying such proposals as in the owner's judgment will not be considered in awarding the contract. All other proposal guaranties will be held until the contract and other legal requirements the successful bidder must execute, furnish and/or comply with, have been completed, after which they will be returned to the respective bidders whose proposals they accompany.

QUALIFICATIONS OF BIDDER

The owner desires that this project shall be built by a contractor who is competent and adequately financed. The Owner may request the Bidder to submit a written statement to show experience in construction work of this character as an indication of qualification and business standing. If required, the Bidder may make his/her statement in such form as may seem appropriate; said statement shall be notarized.

This public works project is financed by federal-aid funds. Davis-Bacon wages apply. The Contractor shall pay not less than the minimum wage rates of the general wage decision for the project. Such rates are a part of the project construction contract. The Fair Labor Standards Act of 1938 (U.S.C.A Title 29, Paragraph 201-219, Chapter 8) shall apply in the employment of labor for this project.

AWARD OF CONTRACT

The contract will not be awarded until the owner is satisfied the successful bidder is reasonably familiar with the class of work upon which he/she has submitted a proposal and has the necessary capital and tools to satisfactorily perform the same. The owner may request and the bidder must provide the owner with a current balance sheet and a list of tools owned by the bidder.

Within forty-five (45) days after the opening of the proposals the owner will accept one of the proposals or reject all bids. The award will be made upon the basis of the proposal that, in the owner's judgment, will serve the best interest of the owner.

The contract will not be awarded until the bidder has obtained an appropriate Idaho public works license from the Idaho Public Works Contractors State License Board. Subcontractors are also subject to this requirement.

FAILURE TO EXECUTE CONTRACT

In the event the successful bidder fails to furnish approved performance and payment bonds, execute the contract and comply with all other pertinent legal requirements within ten (10) days after notification by the engineer of the award of contract, the certified check, bank draft, money order of bid bond will be forfeited to the owner as liquidated damages. The amount of any such damages will be five percent (5%) only of the total bid submitted. Any excess amount that may have been included in the "good faith token" will be returned to the bidder. The next best proposal will then be considered the successful bid and, at the discretion of the owner, be awarded the contract.

CONTRACTOR FOR PUBLIC WORKS TO PAY OR SECURE TAXES AGREEMENT

The contractors, in consideration of securing the business of erecting or constructing public works in this State, recognizing that the business in which he/she is engaged is of a transitory character, and that in the pursuit thereof, his/her property used therein may be outside of the State when taxes, excises, or license fees to which he/she is liable become payable, agrees:

1. To pay promptly when due all taxes, (other than real property), excises and license fees due to the State, its subdivisions, and municipal quasi-municipal corporations therein, accrued or accruing during the term of this contract, whether or not the same shall be payable at the end of such term;
2. That if the said taxes, excises, and license fees are not payable at the end of said term, but liability, for the payment thereof exists, even though the same constitute liens upon his/her property, to secure the same to the satisfaction of the respective officers charged with the collection thereof; and
3. That, in the event of his/her default in the payment or securing of such taxes, excises, and license fees, to consent that the department, officer, board, or taxing unit entering into this contract may withhold from any payment due him hereunder the estimated amount of such accrued and accruing taxes, excises, and license fees for the benefit of all taxing units to which said contractor is liable.

PERFORMANCE PERIOD

Construction shall be completed within _____ calendar days from the date of the NOTICE TO PROCEED.

See General Condition _____, page ____ for the assessment of liquidated damages.

CONSIDERATION OF MULTIPLE DIVISIONS OF WORK

The bidder shall submit a proposal for all divisions, if applicable. Considerations of proposals for each division of work shall be made separately (i.e. one bidder may be awarded one division another bidder may be awarded one of the other divisions).

CONTRACTORS TO BE LISTED ON BID

All bidders shall comply with Idaho Code Section 67-2310. **Failure to comply with Idaho Code Section 67-2310 shall render such bid unresponsive and void.** Information provided pursuant to this section must be current and correct as of the date of the submission of the bid. Do not use the term "mechanical" when identifying any work to be performed on this project.

This project is federally funded; therefore Public Works Licenses are not required to bid but licenses are required prior to contract award.

The prime contractor shall submit with his/her proposal a list of the Contractors and their license numbers.

The name, address and bid amount for each Contractor to be utilized on the project must appear on the bid. Every Contractor intending to perform plumbing work, and/or heating and air conditioning work, and/or electrical work must include its name, address and which allows it to perform such work, and bid amount for each of the following areas: plumbing work, heating and air conditioning work, electrical work. If a Contractor intends to perform work in more than one of these specialties, such a Contractor must list its name, address, Idaho Public Works License Number (may be listed as 'pending' for this federally funded project), and bid amount more than once (i.e., for each of the following subject areas: plumbing work, heating and air conditioning work, electrical work).

Every contractor intending to perform its own plumbing work, and/or heating and air conditioning work, and/or electrical work must include its name, address, and Idaho Public Works License Number (may be listed as 'pending' for this federally funded project) which allows it to perform such work for each of the following areas: plumbing work, heating and air conditioning work, electrical work. A contractor does not need to list the amount of the bid for plumbing work, heating and air conditioning work, or electrical work which it intends to perform.

AUTHORITY OF THE ENGINEER AND SUSPENSION OF WORK

If the performance of all or any portion of the work is suspended or delayed by the Engineer for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the Contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the Contractor shall submit to the Engineer in writing a request for adjustment within seven calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.

Upon receipt, the Engineer will evaluate the Contractor's request. If the Engineer agrees that the cost and/or time required for the performance of the contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the Contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the Engineer will make adjustment as provided (excluding profit) and modify the contract in writing accordingly. The Engineer will notify the Contractor of the determination whether or not an adjustment of the contract is warranted.

No contract adjustment will be allowed unless the Contractor has submitted the request for adjustment within the time prescribed.

No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided for or excluded under any other term or condition of this contract.

EXAMPLE PS&E

GENERAL CONDITIONS

COMPLIANCE

The Contractor shall observe and comply with all Federal, State, and Local laws, codes, ordinances, and regulations, including all licensing and permit requirements which, in any manner, apply to the work being performed under this contract. No pleas of misunderstanding or ignorance on the part of the Contractor will in any way serve to modify the provisions of this requirement. The Contractor and his/her surety shall indemnify and save harmless the City and its employees, agents and representatives against any claim or liability arising from or based on the violation of any such laws, codes, ordinances, or regulations, whether by himself/herself, his/her employees, or his/her subcontractors.

All work shall be completed in accordance with the specifications and plans established for this project.

DEFINITIONS

Architect	The Project Architect, if such is designated by the Contract Documents.
Attorney	The City Attorney of [REDACTED], Idaho.
City	The City of [REDACTED], [REDACTED] County, Idaho, a municipal corporation existing under and by virtue of the laws of the State of Idaho. Action herein designated as taken by the City is to be considered the acts of the Council acting through the Mayor and Clerk.
Clerk	The duly appointed City Clerk of the City of [REDACTED], Idaho.
Contract Documents	These generally consist of the plans, specifications, agreement, performance bond, payment bond and proof of various types of insurance, including all modifications thereof incorporated in the documents before their execution. These are identified in the Contract.
Contractor	The person, persons, firm, partnership, corporation or other entity contracting to do the work under these specifications. The term also includes the Contractor's agents or employees.
Council	The duly elected Council of the City of [REDACTED], Idaho.

Engineer	The City Engineer of [REDACTED], Idaho, resident engineers and inspectors acting under his/her orders; their authority being limited to the particular duties to which they are assigned.
Subcontractor	The person, persons, firm, corporation or other entity performing work under contract with the 'Contractor' but subject, in such performance, to all the requirements of the 'Contract Documents' insofar as they are pertinent.
Bid/Proposal	The written document which is required to be signed by the bidder and which contains the formal statement of price or prices to be paid by the City for the performance required.

PLANS AND SPECIFICATIONS AND ADDITIONAL DRAWINGS

- A. The plans for this improvement and the specifications accompanying them shall be considered as a whole, and anything shown or called for in one and omitted in the other is as binding as if called for or shown by both. Figure dimensions shall be in all cases used in preference to scale dimensions. The intention of the documents is to include all labor and materials, equipment and transportation necessary for the proper execution of the work. Materials or work described in words so applied having a well-known technical or trade meaning shall be held to refer to such recognized standards.
- B. The Engineer shall furnish to the Contractor the necessary plans and specifications required for the execution of the work at no additional cost. The Engineer shall furnish with reasonable promptness, additional instructions, by means of drawings or otherwise, necessary for the proper execution of the work.
- C. The Contractor shall submit with such promptness as to cause no delay in his/her own work or in that of any other Contractor, copies of all shop drawings and schedules required for the work of various trades as required by the Engineer, and the Engineer shall review them with reasonable promptness, making desired corrections relating to effects on design. The Contractor shall make any corrections required by the Engineer, file with him such corrected copies as the Engineer shall direct, and furnish such other copies as may be needed. The Engineer's approval of such drawings or schedules shall not relieve the Contractor from responsibility for deviation from drawings or specifications, unless he/she has in writing called the Engineer's attention to such deviation at the time of submission, nor shall it relieve him from responsibility for errors of any sort in shop drawings or schedules.
- D. The Contractor shall keep one copy of all project drawings and specifications on site and in good order, available to the Engineer and the City, and their representatives.

ALTERATION OR MODIFICATION OF CONTRACT DOCUMENTS

No alteration or modification of the terms and conditions of the Contract Documents, except by written change order as provided herein, will be binding unless outlined in detail in a separate written addendum, and then only when properly signed and attested by the Contractor, the City, and the Engineer.

INVESTIGATION BY BIDDERS

The instructions to bidders cover the general scope of this investigation under the article entitled "Examination of the Plans, Specifications and Site". Bidders are specifically instructed to faithfully examine and investigate all of the bid prices submitted on their proposals. No bidder may, without the consent of the City, withdraw his/her proposal or claim damages or extra compensation by reason of any error or omission made by said bidder in preparing his/her proposal.

INTERPRETATION OF THE SPECIFICATIONS

- A. In the event the specifications and plans are deficient or not clearly expressed, the parties submitting proposals hereunder must apply to the Engineer for the required information or explanation before the bids are submitted.
- B. The request for such explanation or interpretation shall be made in writing and the person submitting the request will be responsible for its prompt delivery. Such interpretation or explanation will be given by the Engineer in writing and a copy will be filed in the office of the City Clerk. The City will not be responsible for any other explanation or interpretation of the plans and specifications. After submission of bids, no bidder shall claim any misunderstanding in or to the nature of the amount of work to be performed or attempt to hold the City or any person responsible for any error or omission that may have been made by the bidder.

CONTRACTS

- A. Contract Form
 - 1. A copy of the construction contract form is included in these documents.
- B. Execution of Contract
 - 1. Within ten (10) days after receiving properly prepared Contract Documents from the City, the successful bidder shall sign and return the contract to the City. Work shall be started upon written notice to proceed from the Engineer.
 - 2. The Contractor agrees that he/she is as fully responsible to the City for the acts and omissions of his/her subcontractors and of persons either directly or indirectly employed by them, as he/she is for the acts and omissions of persons directly employed by him, and that the Contractor shall hold the City harmless for any activities of such subcontractors and shall indemnify and defend the City from damages and claims of whatever nature relating or resulting to the activities of such subcontractors.
- C. Subcontracts
 - 1. Subcontractors, Equipment and Material: The successful bidder, in addition to listing the names and addresses of subcontractors in his/her bid, shall, within seven (7) days

after award of the contract, notify the Engineer in writing of the names of all major equipment and material suppliers proposed for the principal parts of the work, and for such others as the Engineer may direct, and shall not employ any subcontractors, (or purchase any equipment), to which the Engineer or the City may within a reasonable time object to as incompetent or undesirable.

2. Relations of Contractor and Subcontractor: The Contractor agrees to bind every subcontractor and every subcontractor agrees to be bound by the terms of the construction contract, the information to bidders, the general conditions, the plans, and the specifications as far as applicable to his/her work, including the following provisions of this article, unless specifically noted to the contrary in a subcontract approved in writing as adequate by the City through its Engineer. Nothing in this section shall create any obligation on the part of the City to pay to or to see to the payment of any sums to any subcontractor.
 - a. The Subcontractor shall agree:
 1. To be bound to the Contractor by the terms of the Contract Documents, and to assume toward him all the obligations and responsibilities that he, by those documents, assumes toward the owner. Nothing contained in the Contract Documents shall create any contractual relation between any subcontractor and the City.
 2. To submit to the Contractor applications for payment in such reasonable time as to enable the Contractor to apply for payment. The Engineer shall, on request, furnish to any subcontractor, wherever practical, evidence of the amounts certified on his/her account.
 3. To make all claims for extras, for extension of time and for damages for delays or otherwise, to the Contractor in the manner provided in the general conditions for like claims by the Contractor upon the owner, except that the time for making claims for extra cost is one week from the date such claim arises.
 - b. The Contractor agrees:
 1. To be bound to the subcontractor by all the obligations that the City assumes to the Contractor under the Contract Documents.
 2. To pay the subcontractor for conforming work, upon the payment of certificates, if issued under the terms of payments for the work, the amount allowed to the Contractor on account of the subcontractor's work to the extent of the subcontractor's interest therein.
 3. To pay the subcontractor for conforming work, upon the payment of certificates, if issued otherwise than as in (2) so that at all times his/her total payments shall be as large in proportion to the value of the work done by him as the total amount certified to the Contractor is to the value of the work done by him.
 4. To pay the subcontractor for conforming work to such extent as may be provided by the Contract Documents or the subcontract if either of these provides for earlier or larger payments than the above.

5. To pay the subcontractor for conforming work on demand on his/her work or materials as far as executed and fixed in place, less retained percentage, at the time the certificate should be issued, even though the Engineer fails to issue it for any cause not the fault of the subcontractor.
6. To make no demands for liquidated damages or penalty for delay in any sum in excess of such amount as may be specifically named in the subcontract.
7. That no claim for services rendered or material furnished by the Contractor to the subcontractor shall be valid unless written notice thereof is given by the Contractor to the subcontractor during the first ten (10) days of the calendar month following that in which the claim originated.
8. To give the subcontractor an opportunity to be present and to submit evidence in any hearing involving his/her rights.
9. To pay each subcontractor for satisfactory performance of its contract no later than 20 calendar days from receipt of each payment the Contractor receives from the City. The Contractor shall return retainage to each Subcontractor within 20 calendar days after the Subcontractor's work is satisfactorily completed.
10. To certify with each estimate payment to Subcontractors has been made within the prescribed time frames. The certification will be made on forms provided by the City, and returned within 20 calendar days of receiving the estimate payment.

D. City's Right to Terminate Contract - If the Contractor:

1. Fails to begin work under the contract within the time specified in the "Notice to Proceed"; or
2. Fails to supply sufficient skilled personnel or suitable materials or equipment to complete the work within the time limits specified; or
3. Performs the work unsuitably or neglects or refuses to remove materials or to re-perform such work which is not in accordance with the plans and specifications; or
4. Discontinues the prosecution of the work for more than ten (10) days; or
5. Fails to resume work which has been discontinued within a reasonable time after notice to do so; or
6. Fails to make prompt payments to subcontractors or for labor, materials, or equipment; or
7. Disregards laws, ordinances, or the instruction of the Engineer; or
8. Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency; or
9. Makes an assignment for the benefit of creditors; or
10. Is guilty of a substantial violation of any provisions of the contract; in any such event(s), the City, upon recommendation of the Engineer that sufficient cause exists to justify such action may, without prejudice to any other right or remedy, give notice to the Contractor and his/her surety of such delay, neglect, or default. If the Contractor or

his/her surety, within a period of ten (10) days after such notice, does not proceed in accordance therewith, then the City shall have full power and authority, without violating the contract, to take the prosecution of the work from the Contractor. The City may appropriate or use any or all materials and equipment on the grounds as may be suitable and acceptable and may enter into an agreement for the completion of said contract according to the terms and provisions thereof, or use such other methods as may be required for the completion of the contract in an acceptable manner.

Costs and charges incurred by the City, together with the cost of completing the work under the contract, will be deducted from any moneys due or which may become due the Contractor. If such expense exceeds the sum which would have been payable under the contract, then the Contractor and its surety shall be liable and shall pay to the City the amount of such excess.

- E. Contractor's Right to Stop Work or Terminate Contract: If the work should be stopped pursuant to lawful order of a court of competent jurisdiction, or pursuant to lawful order of other public authority having jurisdiction, for a period of three months, through no act or fault of the Contractor or of anyone employed by him, or if the Engineer should fail to issue any certificate for payment within thirty (30) days after it is due, or if the City should fail to pay to the Contractor within thirty (30) days of its maturity and presentation, any sum certified by the Engineer or awarded by the court, then the Contractor may, upon twenty-two (22) days notice to the City and Engineer, stop work or terminate this contract or recover from the City payment for all work executed and any loss sustained upon any plant or materials and reasonable profit and damages.
- F. Assignment: The Contractor shall not assign this contract or sublet or subcontract any portion of it without the prior written consent of the City nor shall the Contractor assign any moneys due or to become due to him hereunder, without the prior written consent of the City. Any such assignment or sublet without such prior written consent shall be null and void and shall be a ground for termination for cause of this contract by the City.

AUTHORITY OF THE ENGINEER AND SUSPENSION OF WORK

If the performance of all or any portion of the work is suspended or delayed by the Engineer for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the Contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the Contractor shall submit to the Engineer in writing a request for adjustment within seven calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.

Upon receipt, the Engineer will evaluate the Contractor's request. If the Engineer agrees that the cost and/or time required for the performance of the contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the Contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the Engineer will make adjustment as provided (excluding profit) and modify the contract in writing accordingly. The Engineer will notify the Contractor of the determination whether or not an adjustment of the contract is warranted.

No contract adjustment will be allowed unless the Contractor has submitted the request for adjustment within the time prescribed.

No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided for or excluded under any other term or condition of this contract.

CHANGES AND EXTRA WORK

The Engineer reserves the right to make, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the contract nor release the surety, and the Contractor agrees to perform the work as altered.

If the alterations or changes in quantities significantly change the character of the work under the contract, whether or not changed by any such different quantities or alterations, an adjustment, excluding loss of anticipated profits, will be made to the contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the Contractor in such amount as the Engineer may determine to be fair and equitable.

If the alteration or changes in quantities do not significantly change the character of the work to be performed under the contract, the altered work will be paid for as provided elsewhere in the contract.

The term “significant changes” shall be construed to apply only to the following circumstances:

- a. When the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction; or
- b. When a major item of work, as defined elsewhere in the contract, is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 125 percent of original contract item quantity, or in case of a decrease below 75 percent, to the actual amount of work performed.

DIFFERING SITE CONDITIONS

During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract, are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before they are disturbed and before the affected work is performed.

Upon written notification, the Engineer will investigate the conditions, and if it is determined that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the contract, an adjustment, excluding loss of anticipated profits, will be made and the contract modified in writing accordingly. The Engineer will notify the Contractor of the determination whether or not an adjustment of the contract is warranted.

No contract adjustment which results in a benefit to the Contractor will be allowed unless the Contractor has provided the required written notice.

MONTHLY PAYMENTS

- A. The Contractor shall file a monthly request for payment with the Engineer on the 25th day of each month for all work completed to the 20th day of the month. If monthly requests for payment are not received as stated, the City shall have the right to withhold payment for that month. The Engineer shall review Contractor's monthly requests for payment on approximately the 5th day of the month for all work completed to the 20th day of the preceding month, and shall certify such requests for payment. Progress payments will be made by the City for all work completed to the 20th day of the preceding month and duly certified by the Engineer, on or before the 15th day of each month by check. These payments will be equal to ninety-five percent (95%) of the total amounts of the certified requests for payment. The City shall retain five (5) percent of the total amount owing the Contractor after the contract has been completed and accepted by the City for a minimum period of thirty (30) days. Should any liens or claims be filed during the retention period, the retained percentage will be held until a satisfactory agreement is reached between the City, the Contractor, and the Contractor's surety. Before final payment will be made by the City, Contractor agrees that it shall furnish the City with satisfactory evidence that all persons, including subcontractors, that have performed work or furnished materials pursuant to this agreement and are entitled to a lien for their work or materials under the laws of the State of Idaho have been fully paid or are no longer entitled to such lien, and the Contractor shall file with the Clerk a notarized affidavit to that effect. Final payment will not be made until the City has received a tax release from the Idaho State Tax Commission per GC-39.
- B. Progress payments for materials shall be considered eligible only if the materials are jobsite, and accurate, clearly detailed invoices from the material supplier are furnished. The ownership of these materials shall, upon payment from the City to the Contractor, be vested in the City, and such materials may not be removed from the jobsite without written authorization of the Engineer.
- C. The City may, but is not obligated to, withhold any payments to the Contractor, in addition to retained percentage, in such an amount or amounts as may be necessary to cover:
 - 1. Payments that may be earned or due for just claims or labor or materials furnished in and about the work;
 - 2. Defective and/or condemned and/or non-conforming work or materials not remedied;
 - 3. Failure of the Contractor to make proper payments to a subcontractor;
 - 4. Reasonable doubt that this contract can be completed for the balance then unpaid;
 - 5. Damages to another Contractor where there is evidence thereof;
 - 6. Payments that cover all taxes, excises and license fees due the State and its taxing entities whether or not these monies are yet due and payable.

The City shall have the right, but not the obligation, to disperse and shall have the right to act as agent for the Contractor for the limited purpose of dispersing such funds as have been withheld pursuant to

this paragraph to the party or parties who are entitled to payment there from. In the event the City elects to disperse such funds, the City shall render to the Contractor a proper accounting of all such funds dispersed on behalf of the Contractor. Nothing herein shall create in such party or parties entitled to payment a cause of action against the City for failure to exercise its rights pursuant to this section. Contractor further agrees that no cause of action shall accrue on behalf of the Contractor as a result of the City's exercise of such right to disperse.

The Contractor shall pay each subcontractor for satisfactory performance of its contract no later than 20 calendar days from receipt of each payment the Contractor receives from the Department. The Contractor shall return retainage to each Subcontractor within 20 calendar days after the Subcontractor's work is satisfactorily completed.

The Contractor shall certify with each estimate payment that payment to Subcontractors has been made within the prescribed time frames. The certification will be made on forms provided by the Department, and returned within 20 calendar days of receiving the estimate payment.

These requirements shall also apply to first or lower tier subcontractors.

FINAL PAYMENT

The Contractor shall certify the actual total payment to Subcontractors or suppliers. The certification shall be made on ITD forms, and shall be returned within 30 calendar days of receiving the final payment. These requirements shall also apply to first or lower tier subcontractors or suppliers.

TIME OF COMPLETION/LIQUIDATED DAMAGES

- A. The date of completion for this contract shall be defined by the Instruction to Bidders included in the Contract Documents. Contractor agrees that time is of the essence in the performance of this contract, and that failure to complete this contract by such date will result in financial injury to the City. Contractor further agrees that failure to complete this contract by such date shall subject Contractor to payment of liquidated damages to the City. The Contractor also recognizes the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by the City occasioned by failure to complete the work on time. Accordingly, instead of requiring such proof, the City and the Contractor agree that as liquidated damages for delay (but not as a penalty) the Contractor shall pay to the City the sum of one-fourth of one percent (0.0025) of the contract amount, including change orders, will be deducted by the City for each and every calendar day that the date of final completion is delayed. Should such deductions exceed the outstanding amount of the contract amount, the Contractor and its surety shall be liable for the excess.
- B. The Contractor herewith specifically waives claims for damages for any hindrance or delay. Contractor shall be granted extensions of time for which liquidated damages will not be claimed by the City for the following reasons:
 - 1. A delay caused the Contractor by any suit or other legal action against the City (except a legal action instituted by the Contractor) regarding this project shall entitle the Contractor to an equivalent extension of time unless the period of such delay exceeds ninety (90) days. When such period is exceeded, the City will, upon request by the Contractor in writing, either negotiate a termination of the contract or grant a further extension of time, whichever shall be agreed.

2. Time lost by inclement weather, causing suspension of work, will entitle the Contractor to an extension equivalent to the total time so lost, whether it be a single continuous period or the accumulated total of several periods. Inclement weather is defined as that which, in the opinion of the Engineer, would seriously affect the progress of the work or the quality of the work.
 3. Should unforeseen conditions require the performance under a change order, or work more complex or difficult than that originally specified and shown on the plans, and such work, in the Contractor's opinion, requires more time to execute than the proportional increase in dollar value, the Contractor shall state to the City and Engineer, in writing prior to the performance of such work, his/her estimate of the added time required for such work. The City may, if such estimate be reasonable, allow an added extension proportionate to the increase in the dollar value of the work.
- C. If the performance of all or any portion of the work is suspended or delayed by the Engineer for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the Contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the Contractor shall submit to the Engineer in writing a request for adjustment within seven calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.

Upon receipt, the Engineer will evaluate the Contractor's request. If the Engineer agrees that the cost and/or time required for the performance of the contract has increased as a result of such suspension and the suspension was caused by condition beyond the control of and not the fault of the Contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the Engineer will make adjustment as provided (excluding profit) and modify the contract in writing accordingly. The Engineer will notify the Contractor of the determination whether or not an adjustment of the contract is warranted.

No contract adjustment will be allowed unless the Contractor has submitted the request for adjustment within the time prescribed.

No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided for or excluded under any other term of condition of this contract.

ABANDONMENT OF WORK

If the Contractor abandons the work for a period of twenty (21) days for any cause other than failure of the City to make monthly payments, or refuses to comply with the provisions of the plans and specifications, the City shall have the right to notify the Contractor's surety and require said surety to complete the work in accordance with the aforesaid plans and specifications. In the event no liens or claims have been filed and the City fails to make progress payments, the Contractor may then, at his/her option, cease operations until payments are resumed by notifying the City of his/her intention to cease operations for this cause. Should the Contractor abandon the work, fail or refuse to complete the work embraced in this contract, or fail to pay just claims for labor and materials, the City reserves the right to charge against the Contractor, and Contractor agrees to pay, all legal, engineering, or other costs caused by such abandonment, failure or refusal. The Contractor agrees that such legal costs shall also include

the City's costs of defending any suits in connection with such abandonment, failure or refusal and nonpayment of claims wherein the City is made a co-defendant.

AUTHORITY OF ENGINEER

- A. The Engineer shall decide questions which may arise as to the quality and acceptability of materials furnished and work performed, and as to the manner of performance and rate of progress of the work; questions which may arise as to the interpretation of the plans and specifications; and questions as to the satisfactory and acceptable fulfillment of the terms of the contract.
- B. The Engineer, including his/her employees and agents shall at all times have access to the work wherever it is in preparation or progress and the Contractor shall provide proper facilities for such access and for inspection. Inspections by the Engineer shall be promptly made. If any work should be covered up without approval or consent of the Engineer, it shall be uncovered, if required by the Engineer, for examination. The costs associated with the uncovering of such non-approved work shall be the responsibility of Contractor and shall not be charged to the City.
- C. Reexamination of questioned work may be ordered by the Engineer and if so ordered the work must be uncovered by the Contractor. If such work be found in accordance with the plans and specifications, the City shall pay the cost of the reexamination and replacement. If such work is found not in accordance with the plans and specifications, the Contractor shall pay such costs.

PERFORMANCE AND PAYMENT BONDS

The Contractor shall execute a separate performance bond and payment bond, each in penal amounts at least equal to 100% of the of the full contract price, such bonds to be executed by a corporate bonding company (surety) licensed to do business in the State of Idaho and which is acceptable to the City. Such corporate bonding company (surety) shall be required to be named on the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Treasury Department Circular Number 570. The premiums of such bonds shall be paid by Contractor. The performance bond shall be conditioned upon the Contractor's faithful performance of all the covenants and agreements on the part of the Contractor to be kept and performed at the times and in the manner set forth in the agreement, including the repair or replacement where required, or the cost of repair or replacement, of all work performed under the terms of this agreement. The payment bond shall be conditioned upon the payment to all persons, including subcontractors, who have, and fulfill, contracts for performing labor and furnishing materials in the prosecution of the work provided for in such contract, provided that every such payment bond shall be construed, regardless of its language, as incorporating within its provisions the obligation to pay those persons who furnish labor or materials as stated in the Contract Documents.

Such bonds shall remain in full force and effect during the term of this agreement and during the terms of any warranty required by the specifications and shall be held in the custody of the City. The current power of attorney for the persons who sign for the surety company shall be attached to the bond. The power of attorney shall be sealed and certified with a "first hand signature" by an officer of the surety. A facsimile signature shall not be acceptable to the City.

If, at any time, a surety on any such bond is declared as bankrupt or loses its right to do business in the state of Idaho or is removed from the list of surety companies accepted on Federal bonds, the Contractor shall, within ten (10) days after notice from the City to do so, substitute an acceptable bond (or bonds) in such form and sum signed by such other surety or sureties as may be satisfactory to the

City. The expense of such replacement bonds shall be borne by the Contractor. No further payments by the City pursuant to this contract shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable bond to the City.

INSURANCE/CITY TO BE NAMED AS ADDITIONAL INSURED

The Contractor shall not commence work until he/she has obtained all insurance required under this section or until he/she has satisfied the City in this respect; nor shall he/she allow any subcontractor to commence work until such subcontractor has also obtained such required insurance applicable to such subcontractor's work. The Contractor shall maintain such required insurance coverage throughout the term of this contract as will hold the City harmless and shall indemnify the City for any losses arising out of the Contractor's operations, including any contingent liability arising therefrom. The cost of such insurance shall be borne by the Contractor. The Contractor shall furnish copies of all insurance policies and/or certificates of insurance to the City at the time of execution of this agreement. Each policy shall include a provision to the effect that it shall not be subject to cancellation, or reduction in the amounts of its liabilities, or any other material change, until notice has been given in writing to the City and the Engineer not less than fifteen (15) days prior to such action. Contractor shall further cause the City to be named as an additional insured on all applicable insurance policies.

- A. The Contractor shall take out and maintain during the term of this contract, statutory worker's compensation insurance for all employees who will work on this project, and if any work is subcontracted, the Contractor shall require the subcontractor similarly to provide such insurance for all of the latter's employees unless they are included under the protection afforded by the Contractor.
- B. The Contractor shall take out and maintain during the term of this contract comprehensive public and general liability insurance. The comprehensive public and general liability insurance shall have, at a minimum, a coverage limit of at least FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) per occurrence, and ONE MILLION DOLLARS (\$1,000,000.00) aggregate. Policies containing deductible clauses will not be acceptable.
- C. The Contractor shall take out and maintain during the term of this contract builders risk insurance which shall be written in completed value form, shall protect the Contractor and the City against 'all risks' of direct physical loss to buildings, structures, equipment and materials to be used in providing, performing or completing the project. This insurance shall be written with limits not less than the insurable value of the project at completion. This insurance shall include coverage while equipment or materials are in warehouses, during installation, during testing, and after the project is completed, but prior to final payment.
- D. Contractor's Responsibility For Materials. The Contractor shall be responsible for all materials and work performed until final acceptance by the City.
- E. Contractor shall require all subcontractors to maintain the above referenced insurance requirements and shall verify that such requirements have been met by requiring all subcontractors to provide certification therefore.

PATENT ROYALTIES AND PROCESS FEES

The Contractor shall furnish the City a license or licenses for the use of any process or processes in connection with this project. The Contractor shall include in the unit price bid any patent royalties or license fees for equipment installed or construction methods used.

CONTRACTOR RESPONSIBLE FOR WORK

The Contractor shall be responsible for all work until its acceptance by the owner.

USE OF COMPLETED PORTION

The City reserves the right to use and occupy any portion of the improvement which has been completed sufficiently to permit use and/or occupancy, and such use and/or occupancy shall not be construed as an acceptance of the work as a whole or any part thereof. Any claims which the City may have against the Contractor shall not be deemed to have been waived by such use and/or occupancy.

SIGNATURES

A proposal made by a corporation shall be signed and sealed by the legally authorized officers of said corporation. If awarded the contract, the contract shall also be executed by proper authorized officers and be affixed with the corporate seal. If a proposal or contract is signed by an agent, such agent shall furnish satisfactory written evidence of the agent's authority to sign as the legal representative of the bidder. An authorized partner of a co-partnership may sign the contract subject to the approval of the Attorney, who may, at his/her discretion, require each and every member of the co-partnership to sign the contract.

ORDERS TO BEGIN WORK

The successful bidder shall not begin work until after the contract has been executed and the surety bond and insurance has been approved by the Attorney. The order for the Contractor to begin work shall be issued by the Engineer by a written "Notice to Proceed".

ORDER OF WORK

- A. The contract period and time of completion will be as set forth in the Instruction to Bidders included in the Contract Documents.
- B. GC-13 "Time of Completion/Liquidated Damages" of the General Conditions shall apply to interim as well as final completion dates.
- C. The specific details of the order of work will be worked out in conjunction with the Engineer before construction begins. Before the successful bidder is authorized to begin work, he/she shall attend a pre-construction conference with the Engineer. At this time the successful bidder shall present a written schedule, for the entire project, specifying the beginning and completion dates for each phase of work. Once approved by the Engineer, this schedule shall be adhered to by the Contractor and he/she shall employ the necessary work force and equipment to maintain such schedule. Contractor further agrees that the approval by the Engineer of such schedule shall not create any liability in

the Engineer or the City for Contractor's means, methods, sequences, techniques or site safety.

EFFICIENCY OF OPERATION/LICENSING

The work embraced in this project shall be started at the earliest possible date after signing the contract, and shall be prosecuted regularly and without interruption thereafter, unless otherwise directed by the Engineer. The Contractor shall furnish work force and equipment sufficient to accomplish full completion of the work within the time specified in the proposal and contract. The Contractor shall at all times employ efficient and experienced workers. Contractor shall also require and verify that all workers and subcontractors are licensed in accordance with law and/or regulation.

PROTECTION OF WORK AND PROPERTY

- A. The Contractor shall exercise particular care in protecting surrounding buildings, trees, and property from injury during the demolition and construction operation, and shall be responsible for their protection and shall repair or compensate the owner thereof for any damage which may result from such demolition and construction operations. The expense of such compensation or repair shall be borne by Contractor, and shall not be the responsibility of the City.
- B. The Contractor shall exercise particular care in protecting trees, located on private or public property, from injury during the demolition and construction operations. If the Contractor's duties under this agreement shall cause any damage, mutilation, or destruction whatsoever, of any public tree, due to Contractor's need to remove, top, excavate, fill, or compact the roots of such public tree, or by the placement or storage of any materials which are hazardous to trees, near such public tree, the Contractor shall:
 - a. Inform the City Engineer in writing of such need; and
 - b. Plot the location of such tree on the site plan which is the subject of this agreement; and
 - c. Comply with all permit requirements as set forth in , City Code §5-8-1 et seq.
- C. Any utilities damaged by the Contractor shall be repaired by the Contractor and the Contractor shall be responsible to maintain temporary service until such damage is repaired. The expense of such repair and/or temporary service shall be borne by Contractor, and shall not be the responsibility of the City.
- D. The Contractor shall provide and maintain temporary sidewalks, warning lights, barricades and other preventive means to safeguard pedestrian and vehicular traffic around the construction, as deemed necessary by the Engineer and at no expense to the City.
- E. During all construction operations, the Contractor shall construct and maintain such facilities as may be required to provide access by all property owners to their property. No person shall be cut off from access to his/her residence or place of business unless the Contractor has made a special arrangement with the affected persons.
- F. Construction operations and parking of vehicles shall be confined to areas designated by the Engineer. Contractor shall consult the proper traffic regulatory authorities regarding the routing of trucks and other vehicles, and shall follow the direction of such authorities.

RESPONSIBILITY FOR SAFETY

The Contractor shall be responsible for the safety of his/her work, equipment, and materials until the finished project is accepted by the City.

GUARDS AND BARRICADES

The Contractor shall erect and maintain such barricades, detour signs and warning lights as will effectively mark any hazards or detours and the Contractor shall be liable for any damage occasioned by his/her acts or negligence, or the acts or negligence of his/her employees, agents or subcontractors, and shall indemnify the City and the Engineer against loss and/or liability for any such damage, acts or negligence. Traffic signs shall be in accordance with the standards presented in the most current edition of the "Manual on Uniform Traffic Control Devices".

TRAFFIC CONTROL

- A. The Contractor shall obey all rules, laws, ordinances and regulations of all traffic regulatory authorities having jurisdiction regarding the closing or barricading of public streets. Work will not begin until all required traffic control devices are in place.
- B. The Contractor shall provide a traffic control plan, consistent with requirements detailed in the current edition of the Manual of Uniform Traffic Control Devices, for Engineer review and approval prior to closing or barricading any public streets.
- C. The work shall be carried out so as to cause a minimum of dislocation of normal commercial pursuits. Traffic must be kept open on roads and/or streets where no detour is possible. The Contractor shall, in addition to other requirements contained herein, without further notification or other order, provide, erect, and maintain at all times during the progress or temporary suspension of the work, barricades, fences, signs, flagmen, or other protection in accordance with the most current edition of the "Manual on Uniform Traffic Control Devices" and shall provide, keep, and maintain such danger lights, signals, and flagmen, as may be necessary or ordered by the Engineer and/or traffic regulatory authorities having jurisdiction to ensure the safety of the public as well as those engaged in connection with the work. All barricades and obstructions shall be protected by signal lights which shall be suitably distributed across and along the roadway and which shall be kept burning from one hour before sunset until one hour after sunrise and at other times as vision is obscured by fog, smoke, or dust.
- D. The Contractor shall promptly reopen streets and driveways to the public after construction work requiring their closure is completed, and all safety issues have been resolved.
- E. Local traffic shall be provided access to private properties at all times, except during necessary stages of construction when it is impractical to carry on the construction and maintain traffic simultaneously, such as for the placing of asphalt concrete pavement, placing and curing or Portland cement pavement, and deep sewer excavation which prohibits safe travel of vehicular traffic.
- F. No private driveway may be closed except as provided herein or unless permission is given the Contractor by the owner of the property affected.

- G. Emergency traffic such as police, fire, and disaster units shall be provided reasonable access at all times. The Contractor shall be solely responsible for any damages which may result from failure to provide such reasonable access.
- H. The Contractor shall take every precaution to protect pedestrians and vehicular traffic. Whenever, in the opinion of the Engineer, the Contractor has not provided sufficient or proper safety precautions and safeguards, he/she shall do so immediately, and to whatever extent the Engineer directs at no additional cost to the City.

EXISTING TRAFFIC SIGNS AND FACILITIES

Existing traffic and street name signs which will interfere with construction shall be removed by the Contractor and stored in a safe place. These signs shall not be removed until the Contractor has obtained the consent of the traffic regulatory authorities having jurisdiction and until the necessary measures have been taken to safeguard traffic after the signs have been removed. Preservation and maintenance of the signs shall be the sole responsibility of the Contractor. As soon as sign location no longer interferes with work, the Contractor shall reset all such signs at locations indicated by the traffic regulatory authorities having jurisdiction, in cooperation with the Engineer. All costs incurred in work outlined above shall be considered as incidental to the construction contract, and shall be borne by Contractor.

MAINTAINING POSTAL SERVICE

- A. Postal service shall be maintained in accordance with instructions of the U.S. Postal Service. The Contractor shall be responsible for moving mail boxes to temporary locations designated by the U.S. Postal Service, and at completion of the work he/she shall replace them in locations and in condition satisfactory to the U.S. Postal Service.
- B. It will be the Contractor's responsibility to contact the U. S. Postal Service for their requirements in maintenance of postal service and to follow those requirements.
- C. In cases where posts upon which the box or boxes are fastened are in such condition that they cannot be reset, the Contractor shall furnish posts for this purpose at his/her own expense.
- D. All costs incurred in work outlined above shall be considered as incidental to the construction contract, and shall be borne by Contractor.

EMERGENCY WORK

The Contractor will not be allowed added compensation for any emergency work performed on Sundays or legal holidays unless such work is ordered in writing by the Engineer.

SUPERVISION OF WORK

- A. During the progress of the work, the Contractor shall employ a competent superintendent and any necessary assistants at the job site. The superintendent shall not be changed except with the approval of the Engineer (or upon the order of the Engineer should the superintendent be or become unsatisfactory to the Engineer) unless the superintendent proves to be unsatisfactory to the Contractor and ceases to be in his/her employ. The superintendent shall represent the Contractor in the Contractor's absence and all directions given to him shall be as binding as if

given to the Contractor. Important directions shall be so confirmed on written request in each case.

- B. The Contractor shall give efficient supervision to the work, using his/her best skill and attention. he/she shall carefully study and compare all drawings, specifications and other instructions and shall at once report to the Engineer any error, inconsistency or omission which he/she may discover, but he/she shall not be held responsible for their existence or discovery.

CORRECTION AND COMPLETION OF WORK

A. Correction of Work before Final Payment:

1. The Contractor shall promptly remove from the premises all materials condemned by the Engineer as failing to conform to the contract, whether incorporated in the work or not, and shall re-execute any work condemned by the Engineer as failing to conform to the contract, and the Contractor shall promptly replace such non-conforming materials and re-execute such non-conforming work in accordance with the contract, such costs of replacement and re-execution to be borne by Contractor at no additional expense to the City.
2. If the Contractor does not re-execute such non-conforming work and/or remove and replace such non-conforming materials within a reasonable time, fixed by written notice of the Engineer, then and in that event the City may remove them and may store the material at the expense of the Contractor. If the Contractor does not pay the expenses of such removal within ten (10) days time thereafter, the City may, upon ten (10) days written notice, sell such materials at auction or at private sale and shall account to Contractor for the net proceeds thereof, after deducting all the costs and expenses of such removal, storage, sale and repair. Nothing contained herein shall relieve the Contractor from his/her responsibility to perform the work in accordance with the Contract Documents, nor to reduce the liability of the Contractor to replace such non-conforming materials or re-execute such non-conforming work.

- B. Correction of Work after Final Payment: Neither the final certificate, nor payment, nor any provision in the Contract Documents shall relieve the Contractor of responsibility for faulty and/or non-conforming materials or workmanship and unless otherwise specified, he/she shall remedy any defects due thereto and pay for any damage to other work resulting therefrom, which shall appear within a period of one (1) year from the date of final acceptance. The City shall give notice of observed defects with reasonable promptness.

- C. Deductions for Uncorrected Work: If the Engineer and the City deem it inexpedient to correct work injured or done not in accordance with the contract, an equitable deduction from the contract price shall be made therefore.

SUBSTITUTES CLAUSE

In order to establish a basis of quality, certain processes, types of machinery and equipment, or kinds of material, may be specified on the plans or herein, by designating a manufacturer by name and referring

to his/her brand or product designation. It is not the intent of these specifications to exclude other processes, equipment or materials or a type and quality equal to those designated.

- A. The materials, products and equipment described in the bidding documents establish a standard or required function, dimension, appearance and quality to be met by any proposed substitution.
- B. Approval of alternate and equal specified equipment and material will be only by addenda issued by the Engineer at least five (5) days prior to bid opening. Requests for approval of alternate equipment and materials manufacturers must come from the manufacturer or bidder at least ten (10) days prior to bid opening. All such requests must be accompanied by drawings and specifications in sufficient detail to allow the Engineer to determine whether or not the equipment and materials proposed is equal to that specified. The determination as to whether or not the proposed substitute equals that specified, shall rest solely with the City, based upon the opinion of the Engineer. The burden of proof of the merit of the proposed substitute shall be upon the proposer.
- C. No extras will be allowed the Contractor for any changes required to adopt the substitute equipment; therefore, the Contractor's proposal, including the approved alternate, shall include all costs for any modifications to the plans such as structural and foundation changes, additional piping or changes in piping, electrical changes, or any other modifications which may be necessary or required for approval and adoption of the proposed alternate equipment.

DETAILED BREAKDOWN OF CONTRACT PRICE

The Contractor shall within ten (10) days after receipt of Notice to Proceed submit a complete breakdown of all lump sum bid items showing the value assigned to each part of the work, including an allowance for profit and overhead. Upon acceptance of the breakdown of the contract price by the Engineer, it shall be used as the basis for all requests for payment.

CONTRACTOR'S RESPONSIBILITY FOR UTILITY PROPERTIES AND SERVICE

Certain utilities and structures which are expected to be adjacent to or encountered in the work are shown on the plans. It is known that there are discrepancies and omissions in the locations and quantities of existing utilities and structures shown. Those shown are for the convenience of the Contractor only, and no responsibility is assumed by either the City or the Engineer for their accuracy or completeness.

- A. It is the Contractor's responsibility to notify "ONE CALL" at 811 prior to excavating and to comply with Idaho Code Section 55-2207 and all other applicable laws and regulations regarding the protection of underground utilities.
- B. At points where the Contractor's operations could cause damage which might result in considerable expense, loss, and inconvenience when his/her operations are adjacent to or near a railway, telephone, television, power, oil, gas, water, sewer, irrigation, or other private or municipal systems, the operations shall be suspended until all arrangements necessary for the protection thereof have been made by the Contractor.

- C. The Contractor shall notify all utility offices which are affected by the construction operation at least forty-eight (48) hours in advance of such construction. Under no circumstances shall the Contractor expose any utility without first requesting permission from and being granted to do so from the affected agency. Once permission has been granted, Contractor shall locate, if necessary, and expose all existing underground utilities in advance of any trenching operation. Hand digging shall be required within twenty-four (24) inches of a marked utility.
- D. The Contractor shall protect all poles from damage. If interfering power poles, telephone poles, guy wires, or anchors are encountered the Contractor shall notify the Engineer and the affected utility company at least forty eight (48) hours in advance of construction operations to permit the necessary arrangements to be made with the affected utility company for protection or relocation of the interfering structure.
- E. The Contractor shall be solely and directly responsible to the owners and operators of such properties for any damage, injury, expense, loss, inconvenience, delay, suits, actions, or claims, of any character brought because of any injuries or damage which may result from the carrying out of the work to be done under the contract. Contractor shall hold harmless, indemnify and defend the City from any such claims.
- F. In the event of interruption to domestic water, sewer, storm drain, or to other utility services as a result of accidental breakage, or as a result of being exposed or unsupported, the Contractor shall promptly notify the proper authority. After such notification, the Contractor shall cooperate with said authority in restoration of service as promptly as possible and the Contractor shall bear all costs of repair. In no case shall interruption of any water or utility service be allowed to exist beyond working hours unless prior approval is received from the Engineer.
- G. In the event the Contractor encounters utility lines that interfere with trenching, the Contractor may, by obtaining prior written approval of the appropriate utility company, cut the service, dig through and restore the service with similar and equal materials at the Contractor's expense.

STREET CLEANUP DURING CONSTRUCTION

The Contractor shall immediately clean all spilled dirt, gravel, and other foreign material caused by the construction operations from all streets open to public use. Streets within the project's work zone closed to public use shall be cleaned prior to weekends and prior to opening to public use.

CLEANUP

The Contractor shall at all times during the work keep the premises clean and orderly. He/she shall promptly remove all waste materials and rubbish. All directions from the Engineer and all authorized public officials having jurisdiction over health and safety shall be obeyed.

PROOF OF TAX PAYMENT

- A. The Contractor shall, within ten (10) days after receipt of the Notice of Award, furnish the Idaho State Tax Commission with a completed State of Idaho Form WH-5, PUBLIC WORKS CONTRACT

REPORT. Copies of the form may be obtained from the City, or from the Idaho State Tax Commission.

- B. The Contractor shall furnish evidence that he/she has paid all state and local taxes which have become due and payable and that he/she has secured payment of state and local taxes which have accrued, but which are not due. The City shall not make final payment to Contractor until a tax release from the Idaho State Tax Commission has been received by the City.

HOLD HARMLESS REQUIREMENT

In addition to other rights granted the City by the Contract Documents, the Contractor shall indemnify and save harmless the City, its officers and employees, from all suits, actions, or claims of any character brought because of any injuries or damages received or sustained by any person, persons, or property on account of the operations of the Contractor or his/her subcontractors; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in constructing the work; or because of any act or omission, neglect, or misconduct of the Contractor or his/her subcontractors; or because of any claims or amounts recovered from any infringements of patent, trademark or copyright; or from any claims or amounts arising or recovered under the Workmen's Compensation Act or any other law, ordinance, order or decree.

JURISDICTION AND VENUE

The District Court for the [REDACTED] Judicial District of the State of Idaho is accepted as the proper forum having jurisdiction for any legal disputes between the parties.

PERMITS AND LICENSES

The Contractor shall obtain and pay for all permits and licenses, including but not limited to the following:

- A. Those required by the [REDACTED] City Code, such as:

Community Forestry Ordinance	<u>reference</u>
Building Code	<u>reference</u>
Plumbing Code	<u>reference</u>
Electrical Code	<u>reference</u>
Gas Code	<u>reference</u>
Contractor Licensing Ordinance	<u>reference</u>

- B. Those required by the Idaho Code or other State Law.
- C. Those required by the Code of Federal Regulations or other Federal Law.

ENVIRONMENTAL MATTERS

Contractor shall comply with all statutes and regulations regarding environmental matters, including, but not limited to, matters of health, safety, exposure, disposal, reporting, mitigation, etc.

NO THIRD PARTY BENEFICIARIES

No claim as a third party beneficiary under this contract by any person other than Contractor shall be made or shall be valid against the City, and the City shall not be liable for or be held to pay any money to such person.

COMPLIANCE WITH GRANT CONDITIONS

Contractor shall comply with all conditions of, and all laws applicable to, and all policies, practices and procedures of the City applicable to, any federal, state or local grant received by the City or Contractor at any time with respect to this contract or with respect to the provision, performance or completion of the work.

EROSION CONTROL

Contractor shall implement appropriate erosion control eliminating sediment transport to City infrastructure and private property. Contractor shall pay all costs associated with sediment removal from City infrastructure, private property or environmental remediation.

MATERIALS

All materials furnished by the Contractor shall be new and manufactured in the United States of America.

CIVIL RIGHTS SPECIAL PROVISIONS

Attention of prospective bidders is directed to "Part III, DBE Requirements" of Civil Rights Special Provisions. The successful bidder will be required to meet the specified goals or provide well documented information to assure that good faith efforts have been pursued before award of contract is made.

On this contract the goal for DBE participation is 0%.

EXAMPLE

PS&E

LICENSE REQUIREMENTS FOR PLUMBING, ELECTRICAL, AND HVAC WORK

The contractor must complete this form giving the name, address, and Public Works Contractors License Number for any and all companies who shall, in the event the Contractor secures the contract, complete the plumbing, electrical, or HVAC work under the contract in accordance with Idaho Code Section 67-2310. Failure to complete this form as required may render any such bid submitted by a contractor unresponsive and void.

Companies must possess an appropriate Idaho Public Works Contractors License issued by the State of Idaho Public Works Contractors State License Board covering the contract work classification in which they are named, except as stated in Subsection 107.03 - Licensing of Contractors.

The following are the names, addresses, Public Works Contractors license numbers, and contract amounts of the Contractor or Subcontractor(s) who shall do the plumbing, electrical, or HVAC work under the contract.

Note: Idaho Code Section 67-2310 also states "No general contractor shall name any subcontractor in his bid unless the general contractor has received communication from the subcontractor.

A. Plumbing work by:

_____ residing at _____ whose Idaho Public Works
Contractors License No. is _____ Plumbing Amount: \$_____.

B. Electrical work by:

_____, residing at _____, whose Idaho Public Works
Contractors License No. is _____ Electrical Amount: \$_____.

C. HVAC work by:

_____, residing at _____, whose Idaho Public Works
Contractors License No. is _____ HVAC Amount: \$_____.

Explanation as to why completion of this form is not required:

EXAMPLE PS&E

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

		Page	
I.	General.....	1	Section I, paragraph 2;
II.	Nondiscrimination	1	Section IV, paragraphs 1, 2, 3, 4, and 7;
III.	Nonsegregated Facilities.....	3	Section V, paragraphs 1 and 2a through 2g.
IV.	Payment of Predetermined Minimum Wage	3	
V.	Statements and Payrolls	6	5. Disputes arising out of the labor standards provisions of
VI.	Record of Materials, Supplies, and Labor.....	6	Section IV (except paragraph 5) and Section V of these
VII.	Subletting or Assigning the Contract	7	Required Contract Provisions shall not be subject to the general
VIII.	Safety: Accident Prevention	7	disputes clause of this contract. Such disputes shall be
IX.	False Statements Concerning Highway Pro-		resolved in accordance with the procedures of the U.S.
jects	7		Department of Labor (DOL) as set forth in 29 CFR 5, 6, and 7.
X.	Implementation of Clean Air Act and Federal		Disputes within the meaning of this clause include disputes
	Water Pollution Control Act	8	between the contractor (or any of its subcontractors) and the
XI.	Certification Regarding Debarment, Suspension,		contracting agency, the DOL, or the contractor's employees or
	Ineligibility, and Voluntary Exclusion	8	their representatives.
XII.	Certification Regarding Use of Contract Funds for		
	Lobbying.....	9	6. Selection of Labor: During the performance of this
			contract, the contractor shall not:

ATTACHMENTS

A. Employment Preference for Appalachian Contracts
(included in Appalachian contracts only)

I. GENERAL

1. These contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

2. Except as otherwise provided for in each section, the contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions, and further require their inclusion in any lower tier subcontract or purchase order that may in turn be made. The Required Contract Provisions shall not be incorporated by reference in any case. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these Required Contract Provisions.

3. A breach of any of the stipulations contained in these Required Contract Provisions shall be sufficient grounds for termination of the contract.

4. A breach of the following clauses of the Required Contract Provisions may also be grounds for debarment as provided in 29 CFR 5.12:

a. discriminate against labor from any other State, possession, or territory of the United States (except for employment preference for Appalachian contracts, when applicable, as specified in Attachment A), or

b. employ convict labor for any purpose within the limits of the project unless it is labor performed by convicts who are on parole, supervised release, or probation.

II. NONDISCRIMINATION

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

1. **Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630 and 41 CFR 60) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The Equal Opportunity Construction Contract Specifications set forth under 41 CFR 60-4.3 and the provisions of the American Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the State highway agency (SHA) and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the contract.

b. The contractor will accept as his operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, preapprenticeship, and/or on-the-job training."

2. **EEO Officer:** The contractor will designate and make known to the SHA contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minority group employees.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. **Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minority groups in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with EEO contract provisions. (The DOL has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)

c. The contractor will encourage his present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants will be discussed with employees.

5. **Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

EEO and who must be assigned adequate authority and responsibility to do so.

3. **Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of his avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision.

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the contractor either directly or through a contractor's association acting as agent will include the procedures set forth below:

a. The contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.

b. The contractor will use best efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the SHA and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualified minority group persons and women. (The DOL has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral

practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the SHA.

8. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment.

a. The contractor shall notify all potential subcontractors and suppliers of his/her EEO obligations under this contract.

b. Disadvantaged business enterprises (DBE), as defined in 49 CFR 23, shall have equal opportunity to compete for and perform subcontracts which the contractor enters into pursuant to this contract. The contractor will use his best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of DBE construction firms from SHA personnel.

c. The contractor will use his best efforts to ensure subcontractor compliance with their EEO obligations.

9. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the SHA and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women;

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and

(4) The progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.

b. The contractors will submit an annual report to the SHA each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. If on-the job training is being required by special provision, the contractor will be required to collect and report training data.

III. NONSEGREGATED FACILITIES

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

a. By submission of this bid, the execution of this contract or subcontract, or the consummation of this material supply agreement or purchase order, as appropriate, the bidder, Federal-aid construction contractor, subcontractor, material supplier, or vendor, as appropriate, certifies that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The firm agrees that a breach of this certification is a violation of the EEO provisions of this contract. The firm further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.

b. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit

directive, or are, in fact, segregated on the basis of race, color, religion, national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override (e.g. disabled parking).

c. The contractor agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to award of subcontracts or consummation of material supply agreements of \$10,000 or more and that it will retain such certifications in its files.

IV. PAYMENT OF PREDETERMINED MINIMUM WAGE

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural minor collectors, which are exempt.)

1. General:

a. All mechanics and laborers employed or working upon the site of the work will be paid unconditionally and not less often than once a week and without subsequent deduction or rebate on any account [except such payroll deductions as are permitted by regulations (29 CFR 3) issued by the Secretary of Labor under the Copeland Act (40 U.S.C. 276c)] the full amounts of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment. The payment shall be computed at wage rates not less than those contained in the wage determination of the Secretary of Labor (hereinafter "the wage determination") which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor or its subcontractors and such laborers and mechanics. The wage determination (including any additional classifications and wage rates conformed under paragraph 2 of this Section IV and the DOL poster (WH-1321) or Form FHWA-1495) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. For the purpose of this Section, contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act (40 U.S.C. 276a) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section IV, paragraph 3b, hereof. Also, for the purpose of this Section, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in paragraphs 4 and 5 of this Section IV.

b. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.

c. All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3, and 5 are herein incorporated by reference in this contract.

2. Classification:

a. The SHA contracting officer shall require that any class of laborers or mechanics employed under the contract, which is not listed in the wage determination, shall be classified in conformance with the wage determination.

b. The contracting officer shall approve an additional classification, wage rate and fringe benefits only when the following criteria have been met:

(1) the work to be performed by the additional classification requested is not performed by a classification in the wage determination;

(2) the additional classification is utilized in the area by the construction industry;

(3) the proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(4) with respect to helpers, when such a classification prevails in the area in which the work is performed.

c. If the contractor or subcontractors, as appropriate, the laborers and mechanics (if known) to be employed in the additional classification or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the DOL, Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, D.C. 20210. The Wage and Hour Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

d. In the event the contractor or subcontractors, as appropriate, the laborers or mechanics to be employed in the additional classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. Said Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary

e. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 2c or 2d of this Section IV shall be paid to all workers performing work in the additional classification from the first day on which work is performed in the classification.

3. Payment of Fringe Benefits:

a. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor or subcontractors, as appropriate, shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly case equivalent thereof.

b. If the contractor or subcontractor, as appropriate, does not make payments to a trustee or other third person, he/she may consider as a part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

4. Apprentices and Trainees (Programs of the U.S. DOL) and Helpers:

a. Apprentices:

(1) Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the DOL, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice.

(2) The allowable ratio of apprentices to journeyman-level employees on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate listed in the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor or subcontractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman-level hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

(3) Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Apprentices

shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator for the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

(4) In the event the Bureau of Apprenticeship and Training, or a State apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor or subcontractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the comparable work performed by regular employees until an acceptable program is approved.

b. Trainees:

(1) Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the DOL, Employment and Training Administration.

(2) The ratio of trainees to journeyman-level employees on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(3) Every trainee must be paid at not less than the rate specified in the approved program for his/her level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman-level wage rate on the wage determination which provides for less than full fringe benefits for apprentices, in which case such trainees shall receive the same fringe benefits as apprentices.

(4) In the event the Employment and Training Administration withdraws approval of a training program, the contractor or subcontractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Helpers:

Helpers will be permitted to work on a project if the helper classification is specified and defined on the applicable wage determination or is approved pursuant to the conformance procedure set forth in Section IV.2. Any worker listed on a payroll at a helper wage rate, who is not a helper under an approved definition, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.

5. Apprentices and Trainees (Programs of the U.S. DOT):

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

6. Withholding:

The SHA shall upon its own action or upon written request of an authorized representative of the DOL withhold, or cause to be withheld, from the contractor or subcontractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the same prime contractor, as much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the SHA contracting officer may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

7. Overtime Requirements:

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers, mechanics, watchmen, or guards (including apprentices, trainees, and helpers described in paragraphs 4 and 5 above) shall require or permit any laborer, mechanic, watchman, or guard in any workweek in which he/she is employed on such work, to work in excess of 40 hours in such workweek unless such laborer, mechanic, watchman, or guard receives compensation at a rate not less than one-and-one-half times his/her basic rate of pay for all hours worked in excess of 40 hours in such workweek.

8. Violation:

Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in paragraph 7 above, the contractor and any subcontractor responsible thereof shall be liable to the affected employee for his/her unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer, mechanic, watchman, or guard employed in violation of the clause set forth in paragraph 7, in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in paragraph 7.

9. Withholding for Unpaid Wages and Liquidated Damages:

The SHA shall upon its own action or upon written request of any authorized representative of the DOL withhold, or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 8 above.

V. STATEMENTS AND PAYROLLS

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural collectors, which are exempt.)

1. Compliance with Copeland Regulations (29 CFR 3):

The contractor shall comply with the Copeland Regulations of the Secretary of Labor which are herein incorporated by reference.

2. Payrolls and Payroll Records:

a. Payrolls and basic records relating thereto shall be maintained by the contractor and each subcontractor during the course of the work and preserved for a period of 3 years from the date of completion of the contract for all laborers, mechanics, apprentices, trainees, watchmen, helpers, and guards working at the site of the work.

b. The payroll records shall contain the name, social security number, and address of each such employee; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof of the types described in Section 1(b)(2)(B) of the Davis Bacon Act); daily and weekly number of hours worked;

deductions made; and actual wages paid. In addition, for Appalachian contracts, the payroll records shall contain a notation indicating whether the employee does, or does not, normally reside in the labor area as defined in Attachment A, paragraph 1. Whenever the Secretary of Labor, pursuant to Section IV, paragraph 3b, has found that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis Bacon Act, the contractor and each subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and show the cost anticipated or the actual cost incurred in providing benefits. Contractors or subcontractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprentices and trainees, and ratios and wage rates prescribed in the applicable programs.

c. Each contractor and subcontractor shall furnish, each week in which any contract work is performed, to the SHA resident engineer a payroll of wages paid each of its employees (including apprentices, trainees, and helpers, described in Section IV, paragraphs 4 and 5, and watchmen and guards engaged on work during the preceding weekly payroll period). The payroll submitted shall set out accurately and completely all of the information required to be maintained under paragraph 2b of this Section V. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal stock number 029-005-0014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

d. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his/her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) that the payroll for the payroll period contains the information required to be maintained under paragraph 2b of this Section V and that such information is correct and complete;

(2) that such laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR 3;

(3) that each laborer or mechanic has been paid not less than the applicable wage rate and fringe benefits or cash equivalent for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

e. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 2d of this Section V.

f. The falsification of any of the above certifications may subject the contractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.

g. The contractor or subcontractor shall make the records required under paragraph 2b of this Section V available for inspection, copying, or transcription by authorized representatives of the SHA, the FHWA, or the DOL, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the SHA, the FHWA, the DOL, or all may, after written notice to the contractor, sponsor, applicant, or owner, take such actions as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

VI. RECORD OF MATERIALS, SUPPLIES, AND LABOR

1. On all Federal-aid contracts on the National Highway System, except those which provide solely for the installation of protective devices at railroad grade crossings, those which are constructed on a force account or direct labor basis, highway beautification contracts, and contracts for which the total final construction cost for roadway and bridge is less than \$1,000,000 (23 CFR 635) the contractor shall:

a. Become familiar with the list of specific materials and supplies contained in Form FHWA-47, "Statement of Materials and Labor Used by Contractor of Highway Construction Involving Federal Funds," prior to the commencement of work under this contract.

b. Maintain a record of the total cost of all materials and supplies purchased for and incorporated in the work, and also of the quantities of those specific materials and supplies listed on Form FHWA-47, and in the units shown on Form FHWA-47.

c. Furnish, upon the completion of the contract, to the SHA resident engineer on Form FHWA-47 together with the data required in paragraph 1b relative to materials and supplies, a final labor summary of all contract work indicating the total hours worked and the total amount earned.

2. At the prime contractor's option, either a single report covering all contract work or separate reports for the contractor and for each subcontract shall be submitted.

VII. SUBLETTING OR ASSIGNING THE CONTRACT

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the State. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635).

a. "Its own organization" shall be construed to include only workers employed and paid directly by the prime contractor and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor, assignee, or agent of the prime contractor.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph 1 of Section VII is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the SHA contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the SHA contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the SHA has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

VIII. SAFETY: ACCIDENT PREVENTION

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the SHA contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, the following notice shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

NOTICE TO ALL PERSONNEL ENGAGED ON FEDERAL-AID HIGHWAY PROJECTS

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined not more than \$10,000 or imprisoned not more than 5 years or both."

X. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$100,000 or more.)

By submission of this bid or the execution of this contract, or subcontract, as appropriate, the bidder, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by Pub.L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Pub.L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed, on the date of contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.

2. That the firm agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.

3. That the firm shall promptly notify the SHA of the receipt of any communication from the Director, Office of Federal Activities, EPA, indicating that a facility that is or will be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.

4. That the firm agrees to include or cause to be included the requirements of paragraph 1 through 4 of this Section X in every nonexempt subcontract, and further agrees to take such action as the government may direct as a means of enforcing such requirements.

XI. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. Instructions for Certification - Primary Covered Transactions:

(Applicable to all Federal-aid contracts - 49 CFR 29)

- a. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.
- d. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- f. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- g. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement portion of the "Lists of Parties Excluded From Federal Procurement or Nonprocurement Programs" (Nonprocurement List) which is compiled by the General Services Administration.
- i. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph f of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

b. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1b of this certification; and

d. Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

2. Instructions for Certification - Lower Tier Covered Transactions:

(Applicable to all subcontracts, purchase orders and other lower tier transactions of \$25,000 or more - 49 CFR 29)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "primary covered transaction," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared

ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

**XII. CERTIFICATION REGARDING USE OF CONTRACT FUNDS
FOR LOBBYING**

(Applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 - 49 CFR 20)

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of

a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

PART B: NON-INFRASTRUCTURE PROJECT REQUIREMENTS

The "Five-E's to Success

We know that kids who lead active lives are much more likely to grow into healthy, active adults. Moreover, walking and biking to school gives kids social time together while helping them avoid childhood obesity, diabetes and other serious medical problems. That means a healthier community, healthier families, lower health care costs, lower transportation costs, better air quality, and less congestion. Safe Routes to School programs are designed to get more children to walk or bike to school safely. Kids need at least 60 minutes of physical activity every day - walking or biking to school can easily fill that requirement. We can help our kids reach this goal by doing the following:

1. Encouragement

Students and parents are encouraged to participate in walking and biking to school by promoting activities such as walking school buses (an adult-supervised walk to school), organized Walk to School Days, and participation in contests.

2. Education

Teach students how to walk and bike safely. Educate drivers on their responsibility to drive safely near schools and within neighborhoods. Increase everyone's awareness of the health and community benefits of walking and biking to school.

3. Engineering

Re-engineer walking and biking routes by addressing neighborhood-to-school connections (sidewalks, bike lanes, pathways, crosswalks, etc.) and traffic control measures near schools.

4. Evaluation

Evaluate current conditions that prevent children from walking to school, the barriers are often the lack of safe place to walk or bike, sometimes it's perceived dangers like the distance is too far, weather is bad, or fear of crime.

5. Enforcement

Law Enforcement addressing driver behavior is an important partner in a successful Safe Routes to School program. Increasing traffic enforcement near schools also improves driver awareness.

SR2S non-infrastructure expenses must support the goal of the program- **to increase the safety and number of students walking and bicycling to K-8 Grade schools**. The two main points to consider when making non-infrastructure purchases are (1) making sure that any incentives are part of a comprehensive SRTS effort, and (2) keeping incentives modest and directly related to an overall encouragement/education activity.

These translate well into three questions:

- 1) Are the incentives part of a comprehensive SR2S program and will further the SR2S goals?
- 2) Is the cost of the incentives a modest amount of the overall SR2S budget?

3) Are the incentives themselves modest as an individual item, and something that might encourage more walking and bicycling over time?

All non-infrastructure project expenses (purchases or services) must receive prior approval of the State SR2S coordinator. Once approved, all expenses must be accompanied by invoices, proof of payment and must be submitted with the progress reports due May 31, November 30 and August 31. You must submit a SR2S Purchase Approval form to the ITD SR2S Coordinator prior to making any purchases. When submitting for reimbursement provide a copy of the signed approval, an invoice and proof of payment.

Strictly prohibited unless prior approval has been received:

1. Food and refreshments
2. Salaries
3. Stipends for volunteers
4. Gift cards
5. Contest awards or prizes
6. Incentives and promotional items
7. Bicycles

Step 1: Non-Infrastructure Sponsor Responsibility

State/Local Agreement

- The State/Local Agreement (S/LA) is the contract between the local project sponsor and ITD.
- It must be signed by the authorizing official of the agency or organization sponsoring the project, each project Sponsor receives two S/LA's for original signatures.
- Both originals must be returned to the ITD Safe Routes to School State Coordinator.
- Non-infrastructure project funds are **ONLY** available to the project once the S/LA has been fully executed and the funds are obligated.
- You will receive official notification of when to proceed; you cannot be reimbursed for any work carried out prior to receiving notice to proceed.
- The project must be completed within two years from the date of the executed agreement.

Budget Approval

- The SR2S Budget Itemization ITD Form 0191 available at www.itd.idaho.gov/srts/tools, must be submitted with the signed S/LA.
- This form shows how you plan to expend the non-infrastructure funds available to the project.
- Budget revisions must be submitted for approval prior to the State SR2S Coordinator.

Purchasing Approval

- The purchase of *all non-infrastructure* items including incentives and educational materials need prior approval from ITD.
- Please keep in mind that the two main points to consider when purchasing incentive items:
 - Incentives must be part of a comprehensive SR2S effort

- Keep incentives modest and directly related to an overall encouragement/education activity

Non-infrastructure Procurement Procedures

- **It is the responsibility of the project Sponsor to ensure procurement procedures are followed.**
- All goods, services or purchases must have the prior approval of the State SR2S Coordinator.
- Purchases in excess of \$2,500 must receive three bids, freight must be included by the vendor, **ITD must concur with bid award and give approval.**
- All non-infrastructure expenditures must directly support the program's goal.
- Equipment purchased with Federal funds must be inspected periodically by ITD.
- Documentation on all purchases must be kept for three years.
- **Non-profit organizations**, institutions of higher education and hospitals that procure supplies and other expendable property, equipment, real property and other services with Federal funds through a State agency must use procurement procedures consistent with those in 49 CFR 19.40 thru 19.4, the administrative rules can be viewed at <http://www.fhwa.dot.gov/hep/49cfr19.htm#sec.19.27>

Step 2: Local Project Coordinator

Hiring the SR2S Project Coordinator

- If the project is funding a coordinator position they should be hired as soon as possible after receiving the authorization to proceed letter from ITD.
- A description of the local program coordinator's recommended job duties and project deliverables are included in Appendix B of this manual.
- A letter or email with the name and contact information for the local coordinator that describes the role, responsibilities, and project deliverables position should be sent to the State SR2S Coordinator.
- Please keep in mind that SR2S funds should not be used to replace costs that are related to normal, regular day-to-day responsibilities of a local entity (this is supplanting and not allowed when using Federal funds).
- Accordingly, SR2S funds may be used to augment and pay for activities above and beyond normal, routine, day-to-day responsibilities.
- Refer to the NHTSA SR2S Toolkit under Appendix B for more information.

Assemble School Task Force

- The Task Force includes representatives ranging from parent volunteers to community stakeholders who are dedicated to the success of the project.
- Include a variety of individuals who are concerned with safe and active transportation alternatives to and from school within their community.
- School officials, school employees and volunteers, local government employees, parents and community members are all good choices to participate on the task force. For a list of possible task force members, see the I-STOP Guidelines pages 10 & 11.
- An effective School Task Force comprised of individuals with broad interests will help your project be successful.

Educational Resources

- The National Center for Safe Routes to School (NCSRTS) web site [www.safroutesinfo.org] offers information and resources on every aspect of the 5 E's (education, encouragement, enforcement, engineering and evaluation) associated with the SR2S program.
- A list of free, downloadable student pedestrian and bicycle education programs is available at <http://www.walktoschool.org/resources/safety-education.cfm>.
- Free educational and incentive items such as brochures, posters and reflective items are available by request from the State SR2S coordinator.
- Refer to the NHTSA SR2S Toolkit under Appendix B for more information.

Organize *Walk to School Day* or *Bike to School Day* Event

- Each school receiving SR2S funds should hold a special *Walk or Bike to School Day* event in coordination with International Walk to School Day, which is held the first Wednesday of October, and the second week of May each year.
- All events must be registered at IWTSD at www.walktoschool.org.

SR2S non-infrastructure project Sponsor must comply with the following:

- Provide progress reports to ITD on the activities at each school;
- Seek prior approval for all non-infrastructure purchases or services;
- Keep timesheets, receipts and invoices for all costs being reimbursed by SR2S;
- Distribute parent and student surveys at the beginning and end of each school year, and submit them to the National Center for Safe Routes to School;
- Work with the task force, project leader/sponsor to produce a completed I-STOP by the end of the project.
- Supervisors must submit a work plan for the local coordinator to the State SR2S coordinator.
- Supervisors must authorize coordinator's timesheets.

Step 3: Categorical Exclusion

Because this is a federally funded program, it is necessary to obtain environmental clearance in the form of a Categorical Exclusion for the non-infrastructure (education and encouragement) aspects of the project.

- A letter describing the education and encouragement activities shall be submitted to the State SR2S Coordinator with the first progress report.
- An example of the type of letter is shown in Appendix A.
- The SR2S coordinator will forward a copy of the letter to ITD Headquarters Environmental Section for approval by FHWA.
- Once approved, a copy of the Categorical Exclusion document will be sent to the sponsor.

Step 4: NCSRTS Surveys

All SR2S projects must be evaluated to determine how successful they are. One way to evaluate your project is by submitting surveys to the National Center for Safe Routes to School (NCSRTS). Projects that make an effort to conduct NCSRTS surveys will be given priority when reapplying for SR2S funding.

- There are two surveys to choose from- Student Tallies and Parent Surveys.
- The survey forms are used to track progress by gathering data relating to the numbers of students walking and bicycling to school

1: All projects must distribute surveys during the first four weeks of school

2: All projects must distribute surveys during the last four weeks of school

Submit surveys to NCSR2S

- Survey directions, forms and cover page are available at the web address below, they are also under Appendix B of this manual.
- The local SR2S program leader/coordinator or Sponsor must return all completed survey forms to the NCSR2S with the cover page available under the Evaluation tab at www.safetoutesinfo.org/resources.
- It's also possible to complete the surveys on line, go to the same link for more information http://www.saferoutesinfo.org/resources/evaluation_parent-survey.cfm

Step 5: Purchases, Progress Reports and Reimbursements

- **Progress Reports for fall activities are due November 30, progress reports for spring activities are due May 31. The report forms are available under www.itd.idaho.gov/sr2s/tools**
- Notify the State SR2S Coordinator as soon as possible if there are problems.
- Send requests to purchase non-infrastructure incentive items prior to ordering to the State SR2S coordinator. Follow the State Procurement/Goods and Services as outlined after Step 7.
- Refreshments are allowed as part of special events that involve large groups of students if prior approval is received. The limit per event is \$200.
- Reimbursement claim forms must be accompanied by invoices and proof of payment to the State SR2S coordinator using the forms provided at www.itd.idaho.gov/sr2s/tools.

Audits

If your agency or organization receives Federal Funding you must obtain an audit every year, and you must keep all financial statements and records on your project for up to three years after the last reimbursement. There are three types of audits to choose from depending on the amount of funding your agency/organization/non-profit receives.

1. **Financial statement audit** – this is the typical audit that many for-profit enterprises have conducted as well as not-for-profit organizations. It is a process that involves auditing the account transactions and year-end balances included in the organization's financial statements and reporting on the "fairness of the presentation". It is all encompassing – not just concerned with the federal awards received.
2. **Yellow book audit** – this is a type of financial statement audit that is conducted under *Government Auditing Standards*. Its focus is also oriented towards financial statement reporting, but it also includes assessing internal controls and compliance issues. As with a financial statement audit, a yellow book audit's objective is to provide an opinion on whether the financial statements are free of material misstatements.

Single audit – this type of audit is required when the amount of federal awards EXPENDED (or incurred) during an organization's fiscal year exceeds \$500,000. The term EXPENDED means the

amount of expenses that the organization incurred related to the grant, not the amount of expense that have been paid. Be aware that the amount of funds RECEIVED is not the trigger. This audit is focused on one or more “major” programs that received federal funding. If you have a single audit, then the financial statement audit must be conducted under Government Auditing Standards.

All SR2S projects are considered Federal Aid and therefore project Sponsors must comply with the following audit requirements:

- An entity expending \$500,000 or more in a year in combined Federal awards (including any funds received from Federal sources outside ITD: US federal contracts, subcontracts, loans grants, subgrants, and/or cooperative agreements) requires an A-133 Single Audit or program-specific audit each fiscal year.
- An entity whose annual budget (from all sources) exceeds \$250,000 and expends any amount in a year in combined Federal awards are required to have a full and complete audit of financial statements each fiscal year.
- An entity whose annual budget (from all sources) exceeds \$100,000 but does not exceed \$250,000 and expends any amount in a year of combined Federal awards has a minimum requirement of financial statements audit on a biennial basis. Biennial audits shall include an audit of each fiscal year since the previous audit.
- An entity whose annual budget (from all sources) exceeds \$50,000 but does not exceed \$100,000 and expends any amount in a year of combined Federal awards has a minimum requirement of financial statements review on a biennial basis. Biennial review shall include a review of each fiscal year since the previous review.
- An entity whose annual budget (from all sources) does not exceed \$50,000 and expends any amount in a year of combined Federal awards has a minimum requirement of financial statements review by ITD on a biennial basis. Biennial ITD reviews shall include a review of each fiscal year since the previous review. (a.k.a. a yellow book audit).

Step 6: Final 5E Action Action Plan Submittals

- 5EAP's must be submitted with the final reimbursement request.
- The Sponsor shall submit reimbursement claims within 60 days of the completion of the project.
- ITD shall make a settlement for any upward or downward adjustments to the Federal share of costs after closeout reports are received.

APPENDIX B:

NON-INFRASTRUCTURE PROGRAM RESOURCES

NHTSA SR2S Toolkit

Local Program Coordinator Job Duties

Example Taskforce Invitation Letter & Tips

Example Kickoff Meeting Agenda & Talking Points

Taskforce Team Member Expertise Guide

How to Create Maps

Data Collection Strategies

Neighborhood Assessment/School Site Assessment Forms

12 Month Planning Calendar

Challenges to Successful SR2S Programs

REIMBURSEMENTS AND REPORT FORMS

Monthly Time Report

Budget Itemization

Reimbursement Claim

Categorical Exclusion Letter

SURVEY FORMS

NCSRTS Survey Directions and Forms

National Highway Traffic Administration (NHTSA) SR2S Toolkit

The Toolkit

The NHTSA toolkit was designed to assist you in initiating and implementing a SR2S program. Many successful SR2S programs began with just one or two volunteers organizing an International Walk and Bike to School Day (www.walktoschool-usa.org), using the energy generated from a single event to build a SR2S program. Other SR2S programs were created through a community-wide Task Force organized by public officials to address traffic issues. There is no “right” way to start the program. Customizing your program to the needs of your community will ensure the success of your program but your chance of success will increase if you follow in the footsteps of the pilot programs.

Successful SR2S programs in the United States have incorporated one or more of the following approaches:

The Encouragement Approach uses events and contests to entice students to try walking and biking.

The Education Approach teaches students important safety skills and launches driver safety campaigns.

The Engineering Approach focuses on creating physical improvements to the infrastructure surrounding the school, reducing speeds and establishing safer crosswalks and pathways.

The Enforcement Approach uses local law enforcement to ensure drivers obey traffic laws.

Although each element can stand alone, the most successful programs have integrated elements from all four approaches. Each time the program is adapted, new ideas emerge. Use research data, innovation, and imagination to develop a program that best suits your school and community.

How to Get Started- Who is Involved?

- ***The Champions***
Champions are individuals whose passion and enthusiasm will give life to the program. Every SR2S program needs at least one champion. The champion can be a teacher, a principal, even a child, but usually the champions are parents who want to ensure a safer environment for their own children. Often they are avid walkers or bicyclists and set a positive example with their own travel behavior. Champions are the key organizers of the program, overseeing activities at their school and working with champions from other schools to share ideas.
- ***The Safe Routes to School Team***
A SR2S team, organized by the champion(s), consists of parents, children, teachers, principals, and neighbors of a single school. The team should seek to gain official school status, either as a committee of the PTA or as a part of the school’s Site Council or Safety Committee. The team gathers information about their school through surveys and traffic counts, organizes incentive-based events and contests to encourage students to try new modes of transportation, and promotes the program through school newsletters and other means to reach parents and students.

- **The Safe Routes to School Task Force**

SR2S teams within a common geographic area are often more successful and have a wider sphere of influence when they unite to form a community-wide SR2S Task Force. The SR2S Task Force should involve neighbors, city and school staff members, and elected officials. This community-wide Task Force can produce a comprehensive document for the whole community that can be easily reviewed and addressed by the public agency responsible for street improvements. This SR2S Improvement Plan can include recommended infrastructure enhancements to the areas surrounding the schools, increased traffic enforcement, and community education to promote safety.

The basic components of the Safe Routes to School program outlined in this toolkit are:

- **Activities and Outreach**
- **Mapping the Routes to School**
- **Classroom Lessons**

The overview section of this toolkit describes the basics of a SR2S program. The Promotions Toolkit provides ideas about events and contests, as well as other tips to generate interest in the program. The Safe Streets Toolkit helps you map routes to schools in your community and provides information on practices used to ensure traffic safety. The Classroom Lessons section provides ideas that will encourage students to reflect on their transportation choices and teach them basic safety skills. The toolkit also supplies you with sample SR2S forms, press releases, posters, and other resources.

Fitting a Team Together

The community-wide Task Force serves as an access point to these officials. If your program is not a part of a Task Force, notify city officials yourself. Officials from your local municipality are important partners because they can provide resources, are effective in building community support, and can influence policies that will lead to improved bicycle and pedestrian travel facilities. Contact law enforcement personnel, city council members, and public works and public health staff members and describe your plan to form a SR2S team and what you hope to accomplish through this program. Invite them to your first meeting and continue to keep them informed.

In your letters to these community leaders, outline the resources you need. Traffic engineers and the public works department can provide maps and help to evaluate the safety conditions near your school (See the Safe Streets Toolkit). Law enforcement can patrol your event and provide safety training for the children. Elected officials can help make key decisions and build community support. Tell these partners how their efforts will meet their department's goals, that it will be a useful public relations tool, and will improve the health and safety of the community.

Your program should involve the following stakeholders:

- Parents
- Students

- Teachers
- Neighbors
- School Staff Members
- City or County Staff Members
- Elected Officials
- Businesses
- Community Groups
- Law Enforcement/Crossing Guards

Create Agreements

It is important to have the cooperation of all agencies responsible for implementing a SR2S program. Get partnership agreements from your local municipality, the school board and principal of your school (see Resources for samples). These agreements should indicate that the agency supports the program and will participate by providing staff resources. City governments need to provide police enforcement for events and enlist the cooperation of the public works department in mapping the routes and identifying safety improvements. The principal and school board need to set aside some class time for the program and be willing to help promote events and contests.

Collect Information

The first step for any SR2S program is to collect your baseline data through surveys and traffic counts (See Promotions Toolkit for details) to learn how students currently arrive at school.

Student surveys will enable you to determine how children get to school. A quick daily show of hands during homeroom is often enough to get a feel for student travel habits at your school.

Traffic counts will supplement this information by determining how many vehicles enter school grounds to drop off children.

Parent surveys measure attitudes and identify obstacles and opportunities for changing behavior.

Traffic and crash data, which can be obtained from your state's department of transportation and department of public health, will help to convince officials of the project's importance.

Events

Walk and Bike to School Days are a great way to inaugurate your program and generate enthusiasm (see Promotions section for details on organizing this event). International Walk to School Day, held the first Wednesday in October, offers an opportunity to plug your school into a successful worldwide movement. Schools across the nation have used this event to launch ongoing and permanent safety and education programs, and secure funding for street improvements. Schools that have success with International Walk to School Day can keep the energy alive by organizing Walk and Bike to School Days, either weekly or monthly. Even if you start with a small number of ongoing participants, continue to promote your events and they will have a cumulative and lasting effect. Other event ideas are described in the Promotions section.

Contests

Contests are an ideal way to get children's attention and motivate them to try something new. Contests can take many forms. Children can think about real world issues through art projects or essays.

Challenge students to travel to school in different ways and reward them either individually or reward the entire class. The ultimate goal is to engage students through a contest to discover the value in walking or biking to school, without receiving an award.

Teach Children in the Classroom

Teaching children basic pedestrian and bicycle skills is vital to the success of your SR2S program. Rodeos and obstacle courses are examples of fun activities for students. Teaching health, fitness, and the environmental consequences of various transportation modes enhances children's ability to make healthy choices in their lives, which will have a positive impact on the community and our Earth.

Map the Routes

The Safe Routes to School Task Force focuses on developing a Safe Routes to School Improvement Plan. The SR2S Task Force will identify a focused area surrounding the schools, mapping the routes that children currently take to school, suggest safer routes when necessary, and recommend improvements. Walk the routes in groups and identify safety issues, using the Safe Routes Checklist and locating them on a map. Involve the students and have them map the routes themselves. Those who walk and ride regularly already are familiar with their streets, while those who do not, will begin to learn about their neighborhood. Working with local government staff, develop a SR2S Improvement Plan for addressing such safety issues as speeding cars, dangerous intersections, and missing or ineffective crosswalks, sidewalks, and bike lanes.

Escort Programs

Many parents would like to allow their children to walk or bike to school but are afraid of letting them walk or bike alone. Escort programs address the immediate need for safety and complement more permanent infrastructure improvements. The "Walking School Bus" (or "Bike Train") involves adult volunteers who accompany children to school, stopping at designated locations where children can join the "bus" or "train" at pre-arranged times (see more about the "Walking School Bus" in the Safe Streets section). Escort programs require a commitment of volunteer resources and good coordination.

A crossing guard program can train volunteers to help children cross the road. School districts should be encouraged to place guards at particularly dangerous crossings. Other escort programs provide monitors on the street or find neighbors to offer their homes as Safe Houses. This is a form of community participation that urban visionary Jane Jacobs called "Eyes on the Street," and is particularly useful in urban areas where crime is a major concern.

Carpools and Buses

Many children live too far from school to expect them to walk or bike to school. This is especially true for children who attend private schools. Some schools offer a bus program, using yellow school buses or through agreements with city bus services. If so, include a carpooling and bus component in all your SR2S activities and encourage parents to form carpools with special incentives such as preferred drop-off areas for carpools. Hold neighborhood coffees at the beginning of the school year to help parents meet their neighbors and arrange carpools. In addition, create special contests for parents who carpool, with awards such as free baby-sitting or romantic get-a-ways. Organized "Walking School Buses" and "Bike Trains" can become carpools on stormy days.

Keep Your Program Alive

It takes time to develop new cultural attitudes about transportation. Be sure to reintroduce your program every year at the beginning of the school year. You should:

- Hold a kick-off event or assembly to get students excited.
- Notify parents by including information about the program in the parent packages that are mailed home at the start of the school year.
- Hold regular SR2S team meetings at a time when most interested people can attend.
- Meet with the principal and teachers at the beginning of the year to plan in-classroom activities for the year.
- Hold neighborhood coffees to encourage parents to form “Walking School Buses,” “Bike Trains,” and carpools.
- Keep your school community up-to-date on the latest street improvements. Every new success builds increased support for the program.
- Keep measuring your success through new surveys. The greatest satisfaction comes from seeing the increase in the number of children walking and biking to school and the reduction of cars entering the school grounds.
- Be sure to inform your community through press releases and newsletter articles.
- Join government advisory groups and attend city council and school board meetings.
- Reward yourselves and celebrate every success, large or small.

Download the entire NHTSA SR2S Toolkit at :

<http://www.nhtsa.dot.gov/people/injury/pedbimot/bike/Safe-Routes-2002/toc.html>

Suggested Local Program Coordinator Job Duties

The list below contains suggestions for the role of the Local Safe Routes to School Coordinator (LSRC). Job duties for local coordinator should include, but are not limited to the following tasks:

- Establish a local task force to assist with developing a sustainable SR2S program at each school;
- Work with the SR2S task force to establish a plan with goals, strategies and project timelines;
- Schedule and facilitate a kick-off meeting for all schools benefiting from funding;
- Schedule and facilitate volunteer meetings to finalize event dates, material needs and marketing;
- Schedule and facilitate encouragement events (e.g. International Walk to School Day)
- Schedule and facilitate pedestrian and bicycle safety skills training for students;
- Attend Back to School nights, Open Houses, attend public events, and school district meetings to promote the SR2S program;
- Develop/disseminate public awareness materials to increase safety and participation in walking and bicycling;
- Work with schools and students to incorporate incentive programs at all participating school;
- Evaluate the impact of different incentives used to increase use of non-motorized transportation;
- Work with transportation professionals, law enforcement and parents to conduct neighborhood assessments and school site assessments using the attached forms to identify hazards on the recommended routes to school;
- Create a prioritized list of the type of improvements needed to make the routes safe for walking and biking;
- Create maps of the preferred routes to school that can be easily interpreted by students (instructions attached);
- Establish neighborhood SR2S safe house programs, and “Corner Captain” program for volunteers to help supervise morning and afternoon commute to schools;
- Consult with the task force members to determine best methods to reach students, parents, drivers about best practices that promote walking and biking;
- Research all of the Five E’s involved in SR2S
<http://www.saferoutesinfo.org/resources/index.cfm>

Example Taskforce Invitation Letter

(on School Letterhead)

DATE

NAME

ADDRESS

CITY, STATE ZIP

Dear Mr./Ms. _____,

You are invited to join a small team of people in an exciting new program here at _____ school – the Safe Routes to School program. The purpose of the Safe Routes to School (SR2S) Taskforce is to ensure that walking and cycling routes to the school are provided for our children, as well as to provide safety and education training to them about walking and bicycling. Through this program, it is our desire to 1) improve the environment around the school to encourage walking and bicycling to and from our school, and 2) expand the school's curriculum and activities to include safety and education programs that will teach our children pedestrian and bicycling safety, as well as hold events to encourage walking and bicycling.

We have scheduled a SR2S Taskforce kick-off meeting on DATE, at TIME. The meeting will be held at LOCATION. Refreshments and childcare will be available, and we look forward to seeing you there! Please RSVP to me at PHONE NUMBER or EMAIL so I can plan accordingly.

Thank you in advance for your help with this important program.

Sincerely

NAME

Cc: Principal _____

Invitation Letter Tips

- *Send 3-4 weeks prior, Include a brief explanation of purpose and meeting goals*
- *Include details on meeting time and location, if possible, use school letterhead*
- *Specify length of meeting, mention refreshments, childcare*
- *Ask for RSVP, add a personal note*
- *Make reminder phone calls, keep original mailing list*

Example Kickoff Meeting Agenda

YOUR SCHOOL NAME
Safe Routes to School Taskforce
Introductory Meeting Agenda and Team Leader Notes
DATE
Time (1 – 2 hours)

The SR2S Team Leader will need to establish a date, place and time that most members can meet. It will be important to invite (see Sample Invitation Letter) and call potential taskforce members. Be clear about explaining what each person should expect as a goal for the meeting. An agenda should also be ready for distribution at the meeting. This will keep the team focused on what needs to be completed in a short period of time. A sample agenda is provided below with Team Leader notes.

Introductions

Ask each participant to provide their name, affiliation (organization, school, parent, etc.), and their job as it may relate to SR2S. Good to ask for a vision for the school/community in 10 years – gets everyone focused on a positive. Additional fun question could be where did you grow up and did you walk or ride your bicycle to school as a child? The team leader can start the introductions off by sharing background, why involved, and how he/she heard about SRTS.

Review Purpose of Safe Routes to School

Purpose of SR2S taken from Federal Guidance:

- To enable and encourage children, including those with disabilities, to walk and bicycle to school;
- To make bicycling and walking to school a safer and more appealing transportation alternative, thereby encouraging a healthy and active lifestyle from an early age; and
- To facilitate the planning, development, and implementation of projects and activities that will improve safety and reduce traffic, fuel consumption, and air pollution in the vicinity of schools.

The team leader can provide the team with a fact sheet about the health, safety, and environmental concerns that SR2S addresses. This will help people understand the need for the program and provide them with information to share with family, friends, and other people in the community.

The “5 Es” of Safe Routes to School

- Education
- Encouragement
- Enforcement
- Engineering
- Evaluation

Discuss: Why is a Safe Routes to School program important for our School?

Remember to allow plenty of time for the participants to talk about their concerns. Keep a running list of problems and ideas for solutions; discuss a vision for your school community and what the first activities will be. It may be helpful to bring large sheets of paper to write ideas for all to see. Summarize the discussion by making a list of goals for the program. Role of meeting facilitator is to move participants from identification of concerns/issues to positive solutions and then to broad goal statements. These goal statements should be simple and straightforward, including Federal program goals as well as others the participants identify (example: increase traffic safety for children walking to school, alter unsafe pedestrian and bicyclist behavior among students, educate parents who drop off kids, etc.).

Function and expectations for Safe Routes to School Task Force

Task Force members will be valuable in building support for the SR2S program. The level of participation of members will vary depending on the tasks the team is trying to complete. Discuss the planning process and share examples of tasks so members can evaluate their level of commitment and the time they could contribute: ex. assisting with data collection, helping to coordinate an event, outreach to others.

Questions and Answers

Next Steps

Explain what next steps will be. Ask for volunteers and assign responsibilities. If you have a large group, may want to consider subcommittees. Key areas include Mapping, Outreach, Developing SR2S Plan, and Implementation. Ask for support and involvement from everyone and assign some responsibilities to be completed prior to the next meeting. Set the date for future meetings.

Taskforce Team Member Expertise

The stakeholders below should have familiarity with issues related to their area of expertise. The SR2S Local Coordinator/ Team Leader can let each stakeholder know what they would like them to focus on in relation to input for the team meetings. This will expedite gathering vital information if stakeholders know in advance what they are expected to contribute to the team. The following is a list of potential candidates to consider asking to volunteer on your SR2S taskforce, and their typical areas of expertise. Use the Stakeholder Interview Sheet (on the following page) to help identify how they can contribute.

Stakeholders	Names
Principal / Assistant Principal Current school attitudes and policy on walking/biking to school	
Parent Teacher Association and Parents Enthusiasm of the organization and the support network of parents, Identification of volunteers	
Teachers Physical education, health, school nurse/school health committee representative	
Law Enforcement (resource officer, traffic officer, etc) Current training for crossing guards, Current traffic laws, Current means to enforce school zone compliance	
Community and Design Professional Familiarity with land use issues, Experience with successfully obtaining funding for improvement projects	
School Crossing Guard School walking routes, student and parent ped/bike and driver behavior	

Elected City/County/Township Staff Representative Level of initial interest to support walking and biking in the community, Policies to support walking/biking in the community	
Stakeholder	Names
MPO/RPO/Independent County Current policies and plans to support walking and biking, Current projects that support biking and walking close to the school, Extent of the resources available within the region or county to support the SRTS effort	
Local Transportation or Traffic Engineer Current municipal policies and plans to support walking and biking, Current projects that support biking and walking close to the school Extent of the resources available within the municipality to support the SRTS effort	
Department of Transportation (DOT) Representative Current policies and plans to support walking and biking, Current projects that support biking and walking close to the school, Extent of the resources available within state agencies to support the SR2S effort	
Local bicycle and pedestrian Clubs or advocates Positive relationships with local government staff, volunteers	
School District Administrator Current procedures and plans to support walking and biking, Current projects that support biking and walking close to the school Extent of the resources available with in the school district to support the SR2S effort	

School District Transportation Coordinator and/or Facilities Director Current number of students who can walk or bike to school, Established walking/biking radius for the schools, Hazardous Busing locations	
Stakeholder	Names
Neighborhood Association member Ability to communicate to school neighbors	
Local businesses Ability to offer sponsorship/support	
Children who are already walking to school Knowledge of safety hazards, behavior patterns and walking routes	
EMS/Fire Department Representative Input on suggested engineering treatments as they relate to emergency response needs	

Tips for Running Taskforce Meetings

- Establish a regular meeting time and day of the week when most people can attend.
- Make sure everyone involved receives meeting announcements (email may be easier, but you will need to decide if postal mail is best for your group).
- The personal touch always works best - make phone calls to team members.
- Be aware of special populations and make accommodations for them (those who cannot speak English, see or walk).
- Set agendas and stick to them.
- Make your meetings concise and productive.

- Create a warm and welcoming environment- individually welcome each team member, provide drinks and/or snacks, and onsite childcare if necessary.
- Start with small and achievable goals. Grow your program out of the special needs of your community.
- Set a schedule of tasks and events.
- End each meeting with a review of task assignments and set the next meeting date.

How to Create Maps for SR2S using Google Maps

The purpose of this handout is to provide basic instructions for using Google Maps as a Safe Routes to School planning tool. Google Maps is one of several free mapping tools available online. It can assist with SR2S planning by facilitating the creation and distribution of maps with SR2S-relevant information. With Google Maps you can create a walking/bicycling route map, a map showing existing conditions and features, such as the location of crossing guards, crosswalks and sidewalks, or you can create a reference map to indicate locations where improvements may be needed.

Step-by-step Guide


The following step-by-step instructions are adapted from the Google Maps User Guide. The Google Maps User Guide includes additional detail, including a YouTube video, on many of the steps outlined below.


Step 1 Open your browser and go to <http://maps.google.com/>.

Step 2 Sign into your Google account by clicking “**Sign In**” in the upper right-hand corner. If you do not have an account with Google already, you must create one.


Step 3 Click **My Maps > Create new map**.

Step 4 Add a title and description for your map. You can also choose to make your map public or unlisted. The difference between the two is similar to the difference between a listed and an unlisted phone number. A public map comes up in search results for Google Maps and Google Earth. An unlisted map can only be viewed by those who know the URL for the map (i.e. those you send the map URL).

Step 5 Add a marker for your school. You can locate your school in Google Maps by entering the school address (i.e. street number, street name, city, state, and zip) in the search bar at the top of the page and clicking **Search Maps**. A point marker and a callout box will appear. To save the school location to your map, click **Save to My Maps** in the callout box and hit **Save**. Put the school name in the **Title** field and pick an icon to represent it by clicking the placemark box  in the upper right-hand corner of the callout box.

Step 6 Add placemarkers, lines, and shapes to your map to represent information important to SR2S planning, such as crossing guard locations, existing bicycle and pedestrian facilities, and locations where improvements may be needed. Use the pan tool  to navigate to the general location where you want to add a placemark, line, or shape. You can also zoom in and out either by using your mouse scroll wheel or by using the zoom bar on the right-hand side of the map.

To add a placemark:

- Click . Your cursor changes into a placemark icon with an "X" crosshairs. The crosshairs indicate where the placemark will fall.
- Move the cursor to the appropriate location. If you want to dismiss this placemark, press the Escape key.
- Click your mouse button to place your placemark. It should bounce into place.
- Add a title and description.
- You can also change the icon for your placemark by clicking the icon in the top right corner of the info window. You can also add your own icon.
- Click OK to save your placemark.

SR2S 12-Month Action Calendar helps you plan your encouragement and safety events, meetings and milestones. Use alone or with your I-STOP Action Plan.

Month	Action
September	
October	
November	
December	
January	
February	
March	

April	
May	
June	
July	
August	

Challenges to Successful SRTS Programs

The following strategies from the NCSRTS can be used to address some of the more common barriers to walking and biking school.

Barrier: Crime/personal safety concerns

Possible Solution

- Emphasize personal safety education, involvement of police, and adult supervision.
- Often communities have Neighborhood Service Coordinators that are associated with the police department and can serve as a liaison between the community and the police department.
- Several “tested” and “untested” resources exist to address personal safety and crime issues for children, including “Making the Peace”, a 15-lesson high school curriculum which can be adapted to younger grades, Yellow Dyno (www.yellowdyno.com), a full elementary curriculum using music and activities, The Safe Side (www.safeside.com).
- Work to organize a Walking School Bus program using adult volunteers (parents or community members).

Barrier: Low parent involvement

Possible Solution

- Think beyond the parents – go to caregivers such as police, coaches, senior citizens, crossing guards, local churches, Boy Scouts, etc.
- Be prepared to provide more staff time to assist the community until the program takes root.
- Often there are outside organizations working with community groups on parent leadership (particularly in low income immigrant neighborhoods). Partner with them.
- Schools often have their own social workers who are a good connection between school and home.

Barrier: Local funding process makes local funding difficult to obtain

Possible Solution

- Identify multiple sources of funding (see www.saferoutesinfo.org).
- Involve local government representatives early on. Relate SRTS to outcomes that most resonate with their needs (crime prevention, traffic congestion, safety, etc.).
- Begin attending city council and planning meetings to get SRTS on the radar.

Barrier: Distance between neighborhoods and schools

Possible Solution

- Start small with “park and/or drop and walk programs” (could turn into a regular Walking School Bus!), use as opportunity to make families aware and get them engaged at a manageable level at first.
- Safe Routes to Bus Stops or carpool programs
- Begin discussion to impact future development (as residential and commercial areas grow, include pedestrian and bicycle infrastructure).

- Begin discussion of school siting issues that may impact future placement of new schools.
- Pick another school.

Barrier: Lack of funding/lack of infrastructure

Possible Solution

- Begin attending local meetings to get SRTS on the radar.
- Connect SRTS benefits to other priority issues in community (safety, traffic congestion, health).
- Identify multiple sources of funding (see www.saferoutesinfo.org).

Barrier: Lack of walking/bicycling culture

Possible Solution:

- Begin attending local meetings to get SRTS on the radar.
- Work through existing groups to promote walking/bicycling.
- Connect SRTS benefits to other priority issues in community (safety, traffic congestion, health).

Categorical Exclusion Letter
*[Must be submitted with first progress report
On Local Agency/Lead Organization Letterhead]*

[Date]

Idaho Transportation Department
SR2S Coordinator
PO Box 7129
Boise, ID 83707

RE: Safe Route To School Project [number and / or description]

Dear Mr/Ms [name];

The [agency/organization name] would like to request that you qualify the NEPA category of action of the non-infrastructure activities of the [name] SR2S project.

The project files have been reviewed by _____ and it was determined that the activities planned are in a category of actions which do not individually or cumulatively have a significant effect on the human environment, and that neither an environmental assessment nor an environmental impact statement is required.

As acting official of [Local Agency/Lead Organization], I hereby request that you certify the project as a Categorical Exclusion.

Sincerely,

[name/title]

Safe Routes To School (SR2S) Budget Itemization



All revisions, purchasing requests, or other expenditures must be submitted to State SR2S Coordinator for prior approval.

Project Title	Project Number	Revision Number
Request Number		

	<u>Amount Requested</u>	<u>Amount ITD Approved</u>
Non-infrastructure Award Total \$ _____		
Personnel Costs (Coordinator hourly wage including benefits, travel, volunteer/intern stipends and all other anticipated personnel costs)		
_____	\$ _____	\$ _____
_____	_____	_____
_____	_____	_____
_____	_____	_____
Subtotal	\$ _____	\$ _____
Educational Materials		
_____	\$ _____	\$ _____
_____	_____	_____
_____	_____	_____
_____	_____	_____
Subtotal	\$ _____	\$ _____
Encouragement Incentives (Bike Helmets and other safety items can be included)		
_____	\$ _____	\$ _____
_____	_____	_____
_____	_____	_____
_____	_____	_____
Subtotal	\$ _____	\$ _____
Special Events (\$200 is the maximum allowed for refreshments per event)		
_____	\$ _____	\$ _____
_____	_____	_____
_____	_____	_____
Subtotal	\$ _____	\$ _____
Indirect Costs (Must be requested and agreed upon in writing within one month of signing State/Local Agreement)		
_____	\$ _____	\$ _____
_____	_____	_____
_____	_____	_____
_____	_____	_____
Subtotal	\$ _____	\$ _____
Total	Federal \$ _____	Federal \$ _____
Total Non-Infrastructure Project Cost \$ _____		
Submitted By	Date	ITD Representative's Signature
		Date

Safe Routes To School (SR2S) Reimbursement Form



All items being claimed must be accompanied by an invoice and proof of payment. Cost overruns are the responsibility of the sponsor.

Project Title	Project Number	Revision Number
Claim Number		

Non-infrastructure Award Total	Amount This Claim	Claimed to Date
Personnel Costs (Coordinator hourly wage including benefits, travel, volunteer/intern stipends and all other anticipated personnel costs)		
	\$	\$
Subtotal	\$	\$
Educational Materials		
	\$	\$
Subtotal	\$	\$
Encouragement Incentives (Bike Helmets and other safety items can be included)		
	\$	\$
Subtotal	\$	\$
Special Events (\$200 is the maximum allowed for refreshments per event)		
	\$	\$
Subtotal	\$	\$
Indirect Costs (Must be requested and agreed upon in writing within one month of signing State/Local Agreement)		
	\$	\$
Subtotal	\$	\$
	Federal	Federal
Total	\$	\$
Total requested for non-infrastructure for this claim \$		
Sponsor Signature	Date	ITD Approved to Pay
		Date

